



CEYLON ELECTRICITY BOARD
(Established by Act of Parliament No. 17 of 1969)

**PROCUREMENT OF AN
INTEGRATED ENTERPRISE RESOURCE PLANNING
(ERP) SYSTEM FOR CEYLON ELECTRICITY
BOARD**

Open Competitive Bidding (OCB)

Bid Number: CEB/AGM(CS)/PD(ERP)/ERP/2021/01

Volume 1 of 2
(Terms and Conditions)

Ceylon Electricity Board
Office of the Additional General Manger (Corporate Strategy),
6th Floor, No 50, Sir Chittapalam A Gardiner Mawatha, Colombo 02,
Sri Lanka.

Procurement of Information Technology Products and Services

Single-Stage: Two-Envelope Bidding Procedure

for projects governed by
Procurement Regulations for ADB Borrowers: Goods,
Works, Non consulting and Consulting Services (2017)

Asian Development Bank

June 2018

BIDDING DOCUMENT

For

PROCUREMENT OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR CEYLON ELECTRICITY BOARD, SRI LANKA

Issued on : 05th January 2022

Invitation for Bids No.: CEB/AGM(CS)/PD(ERP)/ERP/2021/01

OCB No.: CEB/AGM(CS)/PD(ERP)/ERP/2021/01

Purchaser: CEYLON ELECTRICITY BOARD

Country: SRI LANKA

Preface

This Bidding Document for Procurement of an Integrated Enterprise Resource Planning (ERP) System for Ceylon Electricity Board has been prepared by Ceylon Electricity Board, Sri Lanka and is based on the Standard Bidding Document for the Procurement of Information Technology Products and Services issued by the Asian Development Bank dated June 2018.

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PART I – BIDDING PROCEDURE

Section 1: Instructions to Bidders

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A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of IT products and services incidental thereto as specified in Section 6 (Schedule of Requirements). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written (including electronic) form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Suppliers under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- v. “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- vi. “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- vii. “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and
- viii. “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB- financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint venture shall be jointly and severally liable; and
- (b) the Joint venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint venture during the bidding process and, in the event the Joint venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5

(Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
- (f) a Bidder, Joint venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the IT Products and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
- (h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB

pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

- 4.5 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible IT Products and Services

- 5.1 All IT products and services to be supplied under the Contract and financed by ADB shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such IT products and services.
- 5.2 For the purposes of these Bidding Documents, the IT products and services means all:
 - (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called "the products" in some clauses of the ITB); and
 - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services necessary for proper operation of the products to be

provided by the selected Bidder and as specified in the Contract.

- 5.3 For the purposes of ITB 5.1 above “origin” means the place where through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. **Sections of the Bidding Document** 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Requirements (SOR)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

- 7. Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 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 the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case 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 exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the IT products and services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the IT products and services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (i) list of subcontractors, in accordance with ITB 18.4; and
 - (j) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
 - (c) any other document required in the BDS.
- 11.4 The Bidder shall furnish in the Letter of Price Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1 The Bidder shall submit the Letter of Technical Bid and the Letter of Price Bid using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations

to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for IT products and services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Requirements 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. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Letter of Price Bid.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

- (a) for IT products offered from within the Purchaser's country:
 - (i) the price of the IT products quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of IT products quoted ex works or ex factory, or on the previously imported IT products of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.

- (b) for IT products offered from outside the Purchaser's country:
 - (i) the price of the IT products quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination) in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the IT products quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
 - (iii) the total price for the item.

- (c) for services whenever such are specified in the Schedule of Requirements:
 - (i) the local currency cost component of each item comprising the services; and
 - (ii) the foreign currency cost component of each item comprising the services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the services, if the Contract is awarded to the Bidder.

- 14.7 Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
- 14.8 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, shall be quoted as service prices in accordance with ITB 14.6(c) on the Price Schedule for Recurrent Costs. Recurrent costs are all-inclusive of the costs necessary items such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the IT products and services and, if appropriate, of the Bidder's own allowance for price increases.
- 14.9 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract but a Bid submitted with no indexes identified in the Tables of Adjustment Data will also be treated as nonresponsive and be rejected.

14.10 If so indicated pursuant to ITB 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 discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the related services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

- (a) complete the eligibility declarations in the Letter of Bid, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint venture, as appropriate.

17. Documents Establishing the Eligibility of the IT Products and Services

17.1 To establish the eligibility of the IT products and services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

- 18. Documents Establishing the Conformity of the IT Products and Services to the Bidding Document**
- 18.1 To establish the conformity of the IT products and services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the IT products and services conform to the requirements specified in Section 6 (Schedule of Requirements).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the IT products and services, demonstrating substantial responsiveness of the IT products and services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Requirements).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Requirements), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Requirements).
- 18.4 For major items of IT products and services as listed by the Purchaser in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the IT products and services it offers to supply shall submit the Manufacturer's Authorization using the form included

in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the IT products and services to supply these IT products and services in the Purchaser's country.

- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country 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.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity and bid security validity issued by the Purchaser. 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.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit,
 - (c) a cashier's or certified check, or
 - (d) SWIFT message in the form of MT760,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon signing of the contract with the successful Bidder pursuant to ITB 46.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 46;
 - (ii) furnish a Performance Security in accordance with ITB 47; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint venture shall be in the name of the Joint venture that submits the Bid. If the Joint venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint venture shall be in the name of the Joint venture that submits the Bid. If the Joint venture 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 referred to in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies 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. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser’s request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 22.3 A Bid submitted by a Joint venture shall be signed so as to be legally binding on all partners.
- 22.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 22.5 For electronic bid submission, procedures for format and signing of the bid shall be as specified in the BDS.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Procedures for submission, sealing, and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL

BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.

- (b) If electronic bid submission is used, Bidders shall follow the procedures specified in the BDS. In such case, manual bid submission shall not be permitted.

23.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1; and
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS.

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

23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.

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

23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address (or electronic portal) and no later than the date and time indicated in the BDS.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 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.

- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.
- 26.4 If electronic bid submission is used, Bidders shall follow the procedures for withdrawal, substitution, and modification specified in the BDS.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1(b), shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser

may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

- 27.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 27.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison, and postqualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with regard to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change 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 Price bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;

- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Examination of Technical Bids

- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Preliminary Examination

- 31.3 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required securities have been furnished, and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the technical requirements). In the case where a prequalification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a prequalified bidder and that, in the case of a Joint Venture, partners and structure of the Joint Venture are unchanged from those in the prequalification.

Technical Evaluation

- 31.4 The Purchaser will examine the information supplied by the Bidders pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:
- (a) overall completeness and compliance with, and deviations from, the Section 6 (Schedule of Requirements);
 - (b) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the IT products;
 - (c) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;
 - (d) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

- 31.5 If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section 3 (Evaluation and Qualification Criteria), which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.
- 31.6 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the IT products and services specified in Section 6 (Schedule of Requirements); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Requirements) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall not be considered further and be rejected by the Purchaser. The Bidder shall not be permitted to correct or withdraw material deviation, reservation, or omission once bids have been opened.

- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.

- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Letter of Price Bid in accordance with ITB 12.1; and
 - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price 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.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the Most Advantageous Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited, or its Bid-Securing Declaration executed.

37. **Conversion to Single Currency** 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
38. **Domestic Preference** 38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
39. **Evaluation and Comparison of Price Bids** 39.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Economic Evaluation

- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 40;
 - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria), including factors related to the characteristics, performance, and terms and conditions of purchase of the IT products and services, which have been expressed in monetary terms; and
 - (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of IT products offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder;
 - (b) in the case of IT products offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

39.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the price combinations offering optimum value for money, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

39.5 The Purchaser shall compare all substantially responsive Bids to determine the Most Advantageous Bid.

40. Abnormally Low Bids

40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

40.3 With regard to ITB 40.2 (b) above, the Purchaser shall seek written explanation of the reasons for proposed price or costs from the bidder, including a detailed analysis of its bid prices by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process, the services provided, the technical solutions chosen or any exceptionally favorable conditions available to the bidder for the supply of the IT products and services or for the execution of the work; or the originality of the work, supplies, or services proposed.

40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the

- bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

41. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
42. **Notice of Intention for Award of Contract** 42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

43. **Award Criteria** 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined successful in line with ITB 39 to ITB 40 above.
44. **Purchaser's Right to Vary Quantities at Time of Award** 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of IT products and services originally specified in Section 6 (Schedule of Requirements), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
45. **Notification of Award** 45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 42.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 45.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their

Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

45.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

46. Signing of Contract

46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.

46.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

47. Performance Security

47.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

47.2 Failure of the successful Bidder to submit the above mentioned Performance Security or sign the Contract Agreement 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 Most Advantageous Bidder whose offer is

substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

- 48. Bidding-Related Complaints** 48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

End of Section 1

Section 2: Bid Data Sheet

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A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: CEB/AGM(CS)/PD(ERP)/ERP/2021/01
ITB 1.1	The Purchaser is: Ceylon Electricity Board, Sri Lanka
ITB 1.1	<p>The name of the open competitive bidding (OCB) is: PROCUREMENT OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR CEYLON ELECTRICITY BOARD</p> <p>(This includes: Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of an Integrated Enterprise Resource Planning System for Ceylon Electricity Board, Sri Lanka)</p> <p>The identification number of the OCB is: CEB/AGM(CS)/PD(ERP)/ERP/2021/01</p> <p>The number and identification of lots comprising this OCB is: The bid is floated as a single package and will be implemented in 2 phases: Phase I (Phase IA & Phase IB) and Phase II</p> <p>The details of the Phase I (Phase IA & Phase IB) and Phase II are as follows:</p> <p>Phase I Phase I includes Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of the following modules under two sub-Phases, Phase IA & IB ;</p> <p>Phase IA :</p> <ol style="list-style-type: none"> 1. Finance; 2. Procurement and Inventory; 3. Project Management; 4. Workflow and Document Management; 5. Human Resource Management. 6. Phase-specific elements of Business Intelligence and Reporting <p>Phase IB :</p> <ol style="list-style-type: none"> 7. Fleet Management; 8. Asset Management; 9. Maintenance Management; and 10. Fuel Management. 11. Phase-specific elements of Business Intelligence and Reporting <p>Phase II Phase II includes Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of the following modules.</p>

	<p>12. Customer Information System (Include Billing and Collection, Meter Data Management, Customer Relationship Management (CRM) and Energy Management) *;</p> <p>13. Phase-specific elements of Business Intelligence and Reporting</p> <p><i>* Customer Information System (CIS) is one of the core systems which handles most of the revenue management functions and customer engagements. CIS includes Purchaser's Billing and Collection systems, Customer Relationship Management, Meter Data Management and Energy Management.</i></p> <p>Purchaser shall procure modules for both Phases through a single Supplier. Therefore, Bidders who wish to bid for this OCB shall bid for Phase I and Phase II together. Bidders who bid only for Phase I or Phase II will be considered nonresponsive and the relevant bid shall be rejected.</p> <p>Also it is mandatory for the Bidders to quote prices for AMC, AMS and LMC. Otherwise the Bid will be considered nonresponsive and the relevant Bid will be rejected.</p> <p>After the Final Acceptance of each module (after issuing of the Final Acceptance Certificate), the Purchaser will award the Application Maintenance Contract (AMC), the Annual Maintenance Support (AMS) Contract and the Annual License Maintenance Contract (LMC) for each module at the prices specified in the Price Schedules for Recurrent Costs (for Phase I and Phase II) in Section 4, to the selected Supplier.</p> <p>The Application Maintenance Contract (AMC) and the Annual Maintenance Support (AMS) Contract are intended to provide maintenance services after specified Warranty period as stated in Section 6.</p> <p>The Annual License Maintenance Contract (LMC) for Software Subscriptions will be applicable after completion of the Stabilization Support Period as specified in Section 6.</p> <p>These maintenance contracts (AMC,AMS and LMC) which will be signed by the Purchaser with the Supplier after issuing of the Final Acceptance Certificate for each module, will be renewed annually at the prices quoted by the Supplier in Section 4, Price Schedules for Recurrent Costs (Phase I and Phase II).</p> <p>The Purchaser shall award both Phase I and Phase II to a single Supplier. Initially Contract will be signed for Phase I. Contract for Phase II will be signed in line with ITB 46, subject to meeting the following;</p> <p>(i) The Supplier shall substantially complete the scope of work of the Phase I, as specified in Clause 2.16 of paragraph 2, “List of Information Technology Tasks related to the Project” of Section 6, to the satisfaction of the Purchaser within the predetermined Delivery and Installation period; and</p>
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	(ii) The Purchaser, on its discretion, issue the Contract Agreement for Phase II, to the selected Supplier on the compliance with the item (i) above.
ITB 2.1	The Borrower is: Government of Sri Lanka
ITB 2.1	The name of the Project is: Power System Reliability Strengthening Project
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention : Project Director (Enterprise Resource Planning Project), Ceylon Electricity Board</p> <p>Street address : No.25, Council Lane</p> <p>Floor/Room number : 4th Floor</p> <p>City : Dehiwala</p> <p>ZIP code : 10350</p> <p>Country : Sri Lanka</p> <p>Telephone: 94112124900/ 94714756289/ 94715324910</p> <p>Fax: 94 112726791</p> <p>E-mail: eeerpp.cs@ceb.lk</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (j)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> i. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2 ii. Authorization to represent the firm or JV named above, in accordance with ITB 22.2 iii. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 iv. In case of a government – owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5 v. Professional certificates, licenses or the like relating to the Bidder's/Firm's activities issued by competent authorities

	<p>vi. Quality Assurance accreditation from an ISO Management System Certification Body, relating to the bidder's general Quality Management System.</p> <p>vii. Certificate of Registration of an agent, if any, under Public Contract Act No. 3 of 1987 of Government of Sri Lanka is required to be submitted as applicable.</p> <p>All the documents relating to Sub Clause 11.2(j) shall be endorsed as either "Certified Original" or "Certified True Copy" by an official Notary Public</p>
ITB 11.3 (c)	No additional documents to be submitted.
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids not to be permitted.
ITB 14.5	The Incoterms edition is: The current Incoterms edition.
ITB 14.6(b)(i)	<p>For IT products offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms:</p> <p>CIP (Purchaser's Project Sites*)</p> <p>* The Production and DR Data Center sites which will house the hardware supplied by the Supplier will be located within 40 km radius from Colombo City.</p> <p>The Incoterms apply only for hardware and other accessories. (Goods)</p> <p>All Software prices shall include the all inclusive cost for delivery of relevant software.</p>
ITB 14.6(b)(ii)	Not Applicable
ITB 14.6(c)	No further instructions.
ITB 14.9	The prices quoted by the Bidder shall not be adjustable.
ITB 14.10	<p>Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100% of the quantities specified for this item of a lot.</p>
ITB 19.2	The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s) in accordance with Form B2 of Section 4. All application software and licenses, system software, relational database systems and hardware required to fulfill the Scope of Work.

ITB 19.3	<p>If the Bidder does not conduct business within the purchases country, the Bidder shall submit with its bid, evidence that it will be represented by an agent in the Purchaser’s country. Bidder shall provide such details under Form Q 12 - Local Agent Details .</p> <p>If the Bidder conducts business within the purchases country, the Bidder shall provide details of such operations under Form Q 1 and Form Q2.</p> <p>Failing to comply with this may result the Bid being rejected.</p>
ITB 20.1	The bid validity period shall be 180 days.
ITB 21.1	A bid security is required and the Bidder shall furnish a bid security in the amount of USD 200,000 or LKR 40,000,000
ITB 21.2	The ineligibility period will not be applicable.
ITB 21.4	No further instruction.
ITB 22.1	<p>In addition to the original Bid, the number of copies is:</p> <p>One (01) set of copies in Printed form. (Hard copy)</p> <p>One (01) set of softcopies in CD/ DVD/ Flash Drive (Soft Copies of Technical Bid and Price Bid shall be included in separate CD/ DVD/ Flash Drives and enclosed in separate envelopes , sealed and marked according to ITB Clause 23)</p>
ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>Bids submitted by a limited liability company or a corporation: A Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country), or a Board Resolution (certified by the Company Secretary)</p> <p>Bids submitted by a partnership: Power of Attorney shall be either notarized or attested by an appropriate authority in the Bidder’s home country.</p> <p>Bids submitted by a Single Proprietor: Power of Attorney shall be required only if the Bid is signed by</p> <ul style="list-style-type: none"> (i) a person other than the single proprietor who is the Bidder; or (ii) a person other than the owner of a Single Proprietorship who is the Bidder. <p>Bids submitted by a Joint Venture/ Consortium: Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country). It shall include an undertaking signed by all parties</p>

	<p>(i) stating that all parties shall be jointly and severally liable, and</p> <p>(ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV/ Consortium during the Bidding process, and in the event the JV/ Consortium is awarded the contract, during contract execution</p> <p>Alternatively, a letter of intent in accordance with ITB 16.1(b) to execute a Joint Venture Agreement/ Consortium Agreement, in the event of a successful Bid, shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p>
ITB 22.2	The Bidder shall submit an acceptable authorization within seven (07) days.
ITB 22.5	Electronic procedures for format and signing of the bid shall not be allowed.
D. Submission and Opening of Bids	
ITB 23.1(b)	Procedures for submitting the bid electronically shall not be allowed.
ITB 23.2(c)	The additional identification marks are not required.
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Project Director (Enterprise Resource Planning Project), Ceylon Electricity Board</p> <p>Street address : No.25, Council Lane</p> <p>Floor/Room number : 4th Floor</p> <p>City : Dehiwala</p> <p>ZIP code : 10350</p> <p>Country : Sri Lanka</p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 07th March 2022</p> <p>Time: 1000 hrs</p>
ITB 26.4	Electronic procedures for withdrawal, substitution, and modification shall be: not allowed.
ITB 27.1	<p>The technical bid opening shall take place at:</p> <p>Street address : No.25, Council Lane</p> <p>Floor/Room number : 4th Floor</p> <p>City : Dehiwala</p> <p>ZIP code : 10350</p>

	Country : Sri Lanka Date: 07 th March 2022 Time: 1000hrs																												
ITB 27.1	The electronic bid opening procedure shall be as follows: Not applicable.																												
ITB 27.6	All pages of the Letter of Technical Bid shall be initialled by 3 representatives of the Purchaser attending Technical Bid opening.																												
ITB 27.11	All pages of the Letter of Price Bid and Price Schedules shall be initialled by 3 representatives of the Purchaser attending at the Bid opening.																												
E. Evaluation and Comparison of Bids																													
ITB 31.2	<i>Please delete the last sentence and replace with the following:</i> By applying the criteria and methodologies the Purchaser shall determine the substantially responsive bid offering the optimum value for money.																												
ITB 31.5	<p>The Purchaser's evaluation of responsive Bids will follow the following sequence.</p> <ol style="list-style-type: none"> a) Bids will firstly be evaluated against the EQCs under No. 2 (Qualification Criteria). Only those Technical Bids that passed those EQCs will be subjected to further technical evaluation; b) Further Technical Evaluation, will be carried out in two steps: <ul style="list-style-type: none"> • Step 1- Must obtain a minimum technical score as indicated in the technical criteria; • Step 2 – pass the Proof of Concept c) The Financial Bids of the bidders which passed the above a and b will be subjected to combined Technical (using the scores obtained in Step 1 above) and Financial Evaluation. <p>The score for each technical factor as specified in Step 1 above, and in Section 3 (Evaluation and Qualification Criteria) is given below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Technical Factors</th> <th>EQC Reference</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Specific Experiences</td> <td style="text-align: center;">Section 3, 1.4.1</td> <td style="text-align: center;">300</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Organization and Key Personnel Experiences</td> <td style="text-align: center;">Section 3, 1.4.2</td> <td style="text-align: center;">100</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Approach, Design Methodology & Implementation Method</td> <td style="text-align: center;">Section 3, 1.4.3</td> <td style="text-align: center;">100</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Compliance to Functional Requirements</td> <td style="text-align: center;">Section 3, 1.4.4</td> <td style="text-align: center;">400</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Non-Functional Requirements</td> <td style="text-align: center;">Section 3, 1.4.5</td> <td style="text-align: center;">100</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total Score</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table>	Technical Factors		EQC Reference	Score	1	Specific Experiences	Section 3, 1.4.1	300	2	Organization and Key Personnel Experiences	Section 3, 1.4.2	100	3	Approach, Design Methodology & Implementation Method	Section 3, 1.4.3	100	4	Compliance to Functional Requirements	Section 3, 1.4.4	400	5	Non-Functional Requirements	Section 3, 1.4.5	100	Total Score			1000
Technical Factors		EQC Reference	Score																										
1	Specific Experiences	Section 3, 1.4.1	300																										
2	Organization and Key Personnel Experiences	Section 3, 1.4.2	100																										
3	Approach, Design Methodology & Implementation Method	Section 3, 1.4.3	100																										
4	Compliance to Functional Requirements	Section 3, 1.4.4	400																										
5	Non-Functional Requirements	Section 3, 1.4.5	100																										
Total Score			1000																										

	<p>The cutoff score for technical factors (competence) is 750 scores and bids scored below this cutoff score shall not be further considered for evaluation.</p> <p>The Price Bids shall be opened only for technically qualified Bidders who have scored;</p> <ul style="list-style-type: none"> (i) more than 750 scores for the Technical Bid; (ii) scored more than 70% for Functional and for Non-Functional Requirements respectively, as specified in “Technical Specification” of the Section 6; and (iii) are substantially responsive to the Proof of Concept (POC) as stated under Clause 1.5 of Section 3 (Evaluation and Qualification Criteria). <p>Bids shall be ranked based on the combined Technical and Price weightages considered and as stated in Section 3 (Evaluation and Qualification Criteria).</p> <p>Considering the combined Technical and Price weightages as per the Section 3 - Evaluation and Qualifications Criteria, Purchaser shall determine the substantially responsive bid offering the optimum value for money.</p>
ITB 34.2	The qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors are not permitted.
ITB 36.2	<p><i>Please delete and replace with the following:</i></p> <p>If the Bidder that submitted the substantially responsive bid offering the optimum value for money does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited, or its Bid-Securing Declaration executed.</p>
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees (LKR)</p> <p>The source of the selling exchange rate shall be: Central Bank of Sri Lanka</p> <p>The date for the selling exchange rate shall be: The deadline for Submission of Bids.</p>
ITB 38.1	Domestic preference shall not apply.
ITB 39.1	<p><i>Please delete the last sentence and replace with the following:</i></p> <p>By applying the criteria and methodologies the Purchaser shall determine the substantially responsive bid offering the optimum value for money.</p>
ITB 39.5	<i>Please delete and replace with the following:</i>

	The Purchaser shall compare all substantially responsive Bids to determine the substantially responsive bid offering the optimum value for money.
ITB 42.1	<p>Standstill provisions shall apply. The duration of standstill period will be fourteen (14) days from the date of notice of intention for award of contract.</p> <p>(a) The Purchaser shall, at the start of the standstill period, notify in writing each Bidder that submitted a bid, of its intention to award a contract to the successful Bidder at the end of standstill period. The notification using the form included in Section 9 (Contract Forms) shall include the following information: the name of each Bidder who submitted a Bid;</p> <p>(b) the bid prices as read out at bid opening;</p> <p>(c) the name and evaluated prices of each Bid that was evaluated;</p> <p>(d) the name of Bidders whose bids were rejected and the reasons for their rejection;</p> <p>(e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and</p> <p>(f) a statement of the reason(s) the bid of the unsuccessful Bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph</p> <p>(g) already reveals the reason.</p>
F. Award of Contract	
ITB 43	The Purchaser shall award both Phase I & Phase II to a single Supplier. The signing of Contract for Phase I and Phase II shall be in line with ITB 46.1 & 46.2
ITB 44.1	<p>The maximum percentage by which quantities may be increased is: 15 %</p> <p>The maximum percentage by which quantities may be decreased is: 25 %</p>
ITB 46.1	<p>Promptly after the notification of award, the Purchaser shall send the Contract Agreement for Phase I.</p> <p>After the Supplier has substantially completed the scope of work of the Phase I, as specified in Clause 2.16 of paragraph 2, “List of Information Technology Tasks related to the Project” of Section 6, to the satisfaction of the Purchaser within the predetermined Delivery and Installation period; the Purchaser, on its discretion, shall issue the Contract Agreement for Phase II.</p>
ITB 46.2	Within 28 days of receiving the Contract Agreement for each Phase the Bidder shall sign, date and return it to the Purchaser.
ITB 47.2	<i>Please delete the last sentence and replace with the following:</i>

	<p>In that event, the Purchaser may award the Contract to the next substantially responsive bid offering the optimum value for money whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
<p>ITB 48.1</p>	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers</p> <p>(Refer web site: https://www.adb.org/documents/procurement-regulations-adb-borrowers).</p> <p>The Bidder should submit its complaint following these procedures, in writing, to:</p> <p style="padding-left: 40px;">For the attention: Secretary, Ministry of Power</p> <p style="padding-left: 40px;">Title/position: Secretary, Ministry of Power</p> <p style="padding-left: 40px;">Purchaser: Ceylon Electricity Board</p> <p style="padding-left: 40px;">E-mail address: secretary@powermin.gov.lk</p> <p style="padding-left: 40px;">Fax number: 0112574880</p>

End of Section 2.

Section 3: Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Summary

The Purchaser's determination of a Bid's responsiveness will be based on the contents of the Bid submitted by the Bidder in accordance with ITB 11.

The Purchaser's evaluation of responsive Bids will follow the sequence below:

1. Bids will firstly be evaluated against the EQCs under No. 2 (Qualification Criteria). Only those Technical Proposals that passed all the EQCs listed under No. 2 (Qualification Criteria), will be subjected to further Technical Evaluation;
2. Further Technical Evaluation will be carried out in two steps:

Step 1- Must obtain a minimum aggregate technical score of 750, and at least 70% for both (i) Compliance with Functional Requirements, and (ii) non-Functional Requirements.

Step 2 – those bids that exceeded the minimum scores under Step 1 shall pass the Proof of Concept.
3. The Financial Bids of the bidders which passed the above (a) and (b) will be subjected to combined Technical (using the scores obtained in Step 1 above) and Financial Evaluation.

1.2 Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 39. The Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

C = Evaluated Bid Price for the bid

C_{low} = Lowest of all Evaluated Bid Prices among responsive Bids

T = Total technical score given to the Bid

T_{high} = Technical score achieved by the Bid that was scored best among all responsive Bids

X = Weight for the Price

The weight of the Bid Price = 40%

The weight of the Bid Technical Score = 60%

The Bid with the highest combined Technical and Price Score (B) among responsive Bids shall be the substantially responsive bid offering the optimum value for money, provided the Bidder is found to be qualified to perform the Contract in accordance with ITB 34.

1.3 Technical Criteria (ITB 31 and ITB 32)

In addition to the criteria listed in the ITB 31 and 32, the following criteria shall apply.

Evaluation of the Bidder's Technical Bid will include, among others, an assessment of the Bidder's technical capacity and personnel for the contract consistent with its Bid on systems, solutions, work methods, scheduling and hardware sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6, and to satisfy that the Bidder had fully understood and offered to perform the full scope of work of Phase I and Phase II, within the stipulated period of time.

Bidder shall submit, among others, following Forms as set out in Section 4, duly filled as a part of its Technical Bid for evaluation of the technical responsiveness as stated in 1.1.1 to 1.3 below and to allocate scores for the Technical Factors as per the Section 3 (Evaluation and Qualification Criteria);

Form No	Form Description	Paragraph References to the Evaluation and Qualification Criteria in the Section 3
T1	Detailed List of Products, Systems and Services	1.4.3 and 1.4.5
T2	Key Functional Requirements Specification	1.5
T3	Technical Specifications (Hardware/ Software/ Other Technical Areas)	1.4.5
T4	Approach and Methodology	1.4.3
T5	Training	1.4.3 and 1.4.5
T6	Service and Support	1.4.5
T7	Agreements	1.4.5
T8	Licensing Mechanism	1.4.5
T9	Functional Requirements Specification	1.4.4
T10	Non-Functional Requirements Specification	1.4.5
Q4	Contractual Experience	1.4.1
Q8	Personnel Summary	1.4.2
Q9	Personnel Information	1.4.2
Q10	Customer Reference	1.4.1

The Technical Bids which do not satisfy the requirements of Section 6, and do not offer to perform the full scope of work as stated in Section 6, shall be rejected.

The total technical score assigned to each Bid will be determined by the Technical Evaluation Committee, in accordance with the technical criteria set forth below;

1.3.1 Determination of Technical Score for technical responsiveness;

In order to determine whether the Bid substantially conforms to the technical requirements of the Bid Document, each of the five (05) Technical Factors listed below will be checked and each will be evaluated based on the criteria stated herein.

Each Technical Factor will be assigned a proportionate maximum score as tabulated below on a scale of 1000 scores.

Technical Factors		Paragraph References to the Evaluation and Qualification Criteria in the Section 3	Score
1	Specific Experiences	1.4.1	300
2	Organization and Key Personnel Experiences	1.4.2	100
3	Approach, Design Methodology & Implementation Method	1.4.3	100
4	Compliance with Functional Requirements	1.4.4	400
5	Non-Functional Requirements	1.4.5	100
Total			1000

The cutoff score for technical competence is 750 scores and bids scored below this cut off score shall not be further considered for bid evaluation.

The Price Bids shall be opened only for technically qualified Bidders who scored more than 750 scores and also scored more than 70% for the Functional and Non-Functional Requirements as specified in “Technical Specifications” of the Section 6 and are substantially responsive to the Proof of Concept (POC) as stated under Clause 1.5 of Section 3 (Evaluation and Qualification Criteria).

1.4 Method of Technical Score Calculation

1.4.1 Specific Experiences (Allocated Score is 300 Scores)

The evaluation of the Utility Experience recorded in Form Q 4 and Q10 by the Bidder in the Section 4 shall be evaluated considering following evaluation sub items;

Rating	Description of rating of scores
Excellent Submission (100%)	Exceptional demonstration by the bidder showing it has the relevant experience, the ability, understanding, skills, and resources required to properly deliver the Project on time. The bidder has completed 3 or more projects that cover most of the required functional scope, delivered in the last six years with sufficient supporting evidence.
Good submission (80%)	Satisfies the requirements with minor additional benefits. Above average demonstration by the bidder showing that it has the relevant experience, the ability, understanding, skills, and resources required to deliver the Project on time. The bidder has completed at least 2 projects that cover most of the required functional scope, delivered in the last six years with sufficient supporting evidence.
Acceptable submission (70%)	The submission satisfies the requirements. The bidder has demonstrated that it has the relevant experience, the ability, understanding, skills, and resources required to deliver the Project on time. The bidder has completed 1 project that covers most of the required functional scope OR several projects that collectively covering most of the required functional scope, delivered in the last six years with sufficient supporting evidence.
Some reservations (50%)	The submission does not fully meet the requirements and the bidder has not sufficiently demonstrated that he has the relevant experience, ability, understanding, skills, and resources necessary to deliver the Project on time. The projects delivered by Bidder do not collectively cover most of the required functional scope for ERP and CIS OR Insufficient supporting evidence has been provided to meet a higher rating.

Evaluation Criteria	Score	Basis of allotment			
a. Utility Experience	200				
		Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
Number of ERP projects successfully completed in utility sector, within last six (06) years. The Bidder shall have implemented at least Finance, Procurement and Maintenance modules substantially similar to the purchases scope)	200	100%	80%	70%	50%

Evaluation Criteria	Score	Basis of allotment			
b. Additional Experience	100				
<p>Number of power utility billing projects including Customer Information System (CIS), successfully implemented and completed during the last 06 years.</p> <p>The Utility shall have Distribution sector operations serving more than 5 million, retail/bulk end customers. The CIS shall include retail/bulk end customer billing module and comprehensive end customer service portal.</p>	100	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%

1.4.2 Organization and Key Personnel Experiences (Allocated Score is 100 Scores)

The evaluation of the **Organization and Key Personnel Experiences** recorded in Form Q8 and Q9 by the Bidder in the Section 4 shall be evaluated considering following evaluation sub items;

Scoring is done for **Key Personnel** listed under this clause. However Bidder has to propose personnel as indicated under Clause 21 of 2. List of Information Technology Tasks related to the Project of Section 6, and any other project staff deemed required by the Bidder, for the successful delivery of the project.

Rating	Description of rating of scores			
	No. of years of Experience as Project Manager in the design and implementation of ERP system projects	No. of projects involved as Project Manager, Solution Architect in end to end design, installation and implementation of ERP systems	No. of years of Experience as Solution Architect, Functional Consultant, Technical Consultant, Database Administrator, Software Engineer and Quality Assurance Lead in the design and implementation of ERP system projects	No. of projects involved as Solution Architect, Functional Consultant, Technical Consultant, Database Administrator, Software Engineer and Quality Assurance Lead in end to end design, installation and implementation of ERP systems
Excellent Submission (100%)	10 or more years	4 or more projects	8 or more years	4 or more projects
Good submission (80%)	8 years	3 projects	5 years	3 projects
Acceptable submission (70%)	5 years	2 projects	3 years	2 projects
Some reservations (50%)	5 years, Bidder has not sufficiently demonstrated relevant experience	2 projects, Bidder has not sufficiently demonstrated the project experience provided	3 years	2 projects involving ERP and/or CIS but with Insufficient evidence provided

Evaluation Criteria	Score	Basis of allotment			
a. Project Manager	20				
No. of years of experience as the Project Manager in design and implementation of Enterprise Resource Planning (ERP) System Projects.	10	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
No. of projects involved as Project Manager, in end to end design, installation and implementation of ERP systems	10	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
b. Solution Architect	20				
No. of years of experience in ERP and Customer Information System (CIS) design and implementation as a Solution Architect	10	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
No. of projects involved as Solution Architect, Subject Matter Expert or Core Modular Functional Consultant in end to end design, installation and implementation of ERP and CIS systems	10	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
c. Functional Consultants	50				
Calculated average no. of years' experience in the ERP and CIS design and implementation of proposed Functional Consultants. Purchaser's requirement of number of functional consultants is specified in Section 6.	20	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
Calculated average no. of projects in end to end design, installation and implementation	30	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%

experiences of ERP and CIS systems as Functional Consultant. Purchaser’s requirement of number of functional consultants is specified in Section 6.					
d. Database Administrator	10				
No. of years’ experience in the ERP and CIS domain database installation, administration and maintenance.	05	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%
No. of projects involved in as a Database Administrator in end to end design and installation experiences of ERP and CIS systems	05	Excellent Submission	Good Submission	Acceptable Submission	Some Reservation
		100%	80%	70%	50%

1.4.3 Approach, Design Methodology & Implementation Method (Allocated Score is 100 Scores)

The score will be allocated for the Technical Factors listed under this Clause 1.4.3, in par with the level of responsiveness and the corresponding percentages of scores, as defined below;

Rating	Description of rating of scores
Excellent Submission (100%)	Exceptional demonstration by the bidder showing conformity with the design standards, design specifications, Technical design of the purchaser’s design requirements and product technology innovations used. Bidder has the exceptional relevant experience, and data migration methodology is crystal clear to support implementation. Excellent training methodology and approach to support user awareness and Quality Assurance. Experience in Organizational Change Management of complex ERP implementations. Bidder’s response identifies factors that could offer potential added value. Excellent supporting evidence.
Good submission (80%)	Satisfies the requirements with minor additional benefits. Above average demonstration conformity with the design standards, design specifications, Technical design of the purchaser’s design requirements and product technology innovations used. Bidder has the above average relevant experience, and data migration methodology is adequately clear to support implementation. Above average training methodology and approach to support user awareness and Quality Assurance. Experience in Organizational Change Management of complex ERP implementations. Response identifies factors that could offer potential added value. Good supporting evidence.

Acceptable submission (70%)	The submission satisfies the requirements. The bidder has demonstrated that it has the relevant experience, the ability, understanding, skills, and resources required to deliver the Project on time. Some supporting evidence has been provided.
Some reservations (50%)	The submission does not fully meet the requirements and the bidder has not sufficiently demonstrated that he has the relevant experience, ability, understanding, skills, and resources necessary to deliver the Project on time. Insufficient supporting evidence has been provided.
Serious Reservations (20%)	The submission does not satisfy the requirements and there are major reservations concerning the bidder's relevant experience, his ability, understanding, skills, and resources required to properly deliver the Project on time. Little or no supporting evidence has been provided.
Unacceptable Submission (0%)	Does not meet the requirements. Does not comply and/or provides insufficient information to demonstrate that the bidder has the ability, understanding, experience, skills, and resources required to deliver the Project on time. Little or no supporting evidence has been provided.

The evaluation of the Approach, Design Methodology & Implementation Method recorded in Form T1, Form T4 (Formats T4A, T4B, T4C, T4D, T4E & T4F) and Form T5 by the Bidder in the Section 4 shall be evaluated allocating following scores on the above basis;

Evaluation Criteria	Score
a. Understanding of the Project	30
b. Design Methodology	30
i. Conformity with design standards, design specifications, technical design requirements of the Purchaser's Requirements and product technology innovations used;	10
ii. Data migration methodology to support phased implementation approach and ensure accurate, valid and reliable data.	10
iii. Training methodology and approach to support user awareness.	05
iv. Adequacy of the project related documentations.	05
c. Implementation Methodology	30
i. Approach to complete the project within the given time frame with overall project plan. (The total project should be completed within 39 months; Phase I: 25 months, Phase II: 21 months))	20
ii. Project completion and cutover plan along with Quality Assurance Testing plan with organizational change management during implementation	10

d. Quality Assurance	10
i. Approach to Total Quality Management (TQM)	05
ii. Approach to Configuration Testing, Data Cleansing and Cutover	05

1.4.4 Compliance with Functional Requirements (Allocated Score is 400 Scores)

The evaluation of the **Compliance with Functional Requirements** recorded in Form T9 by the Bidder in the Section 4 shall be evaluated on following basis;

In the Form T9 listed under Section 4 and the details as specified in Section 6 of this Bidding document, Purchaser’s Functional Requirements listed therein are classified as “Knockout (K)”, “Business Critical (B)” and “Desirable (D)”.

Functional Requirements detailed in Form T9 shall be evaluated as follows:

- (a) Pre-defined evaluation criteria associated with these Functional Requirements are as follows:
 - (i) **K** – A Functional Requirement specified as **K** in Form T9 is allocated a score of 5 (five).
 - (ii) **B** – A Functional Requirement specified as **B** in Form T9 is allocated a score of 3 (three).
 - (iii) **D** – A Functional Requirement specified as **D** in Form T9 is allocated a score of 1 (one).

Criticality (c)		
Criteria	Score	Description
K	5	Knockout
B	3	Business Critical
D	1	Desirable

- (b) The Bidder’s responses for Functional Requirements stated in Form T9, listed under Section 4 can be Standard Functionality (STDD), Work Around (WA), Modified (MOD), Third Party Solution (TTP) or Not Available (NA) and shall be given scores as follows.

STDD	Standard Functionality. The proposed solution can meet the requirement “out of the box” or via standard configuration, without the need for any development.
WA	Work Around. Partially delivered by the proposed solution and able to meet the requirement using alternate configuration or re-purposing of other functionality and/or with changes to business process.
TTP	Third Party Solution. The requirement can be met using a third-party solution that integrates seamlessly with the proposed solution.

MOD	Modification/Customization. The requirement can be met by making a modification to the proposed solution and/or customer-specific development.
NA	Not Available. The proposed solution cannot meet the requirement.

Bidder’s Response (r)		
Description		Score
Standard Functionality	(STDD)	10
Work Around	(WA)	6
Third Party Solution	(TTP)	6
Modification/Customization	(MOD)	2
Not Available	(NA)	0

- (c) The score for a particular Functional Requirement of each module (Finance, Procurement & Inventory, Human Resource Management... etc.) will be calculated using the below equation.

Score for the Functional Requirement (i) = Criticality (c) * Bidder’s Response(r)

Total Score for a particular Module will be calculated as follows:

$$\text{Total Score for the Module} = \sum_{i=1}^n \text{Score for the Functional Requirement (i)}$$

n = number of Functional Requirements of the module

$$\text{Percentage Score for Module (X)} = \frac{\text{Total Score for the Module}}{\text{Maximum score for that particular Module}} \times 100\%$$

The Total Score for Functional Requirements (W) will be calculated as a weighted sum of the scores obtained by the Bidder for each Module. The following formula shall be used for the calculation of W:

$$W = (0.15)a + (0.08)b + (0.08)c + (0.05)d + (0.03)e + (0.08)f + (0.03)g + (0.08)h + (0.08)i + (0.03)j + (0.15)k + (0.08)l + (0.04)m + (0.04)n$$

Where;

	% score for module (X)	Module	Weightage
Phase I			
ERP	a	Finance	15%
	b	Procurement & Inventory	08%
	c	Project Management	08%
	d	Workflow & Document Management	05%
	e	BI & Reporting	03%

	f	Human Resource Management	08%
	g	Fleet Management	03%
	h	Asset Management	08%
	i	Maintenance Management	08%
	j	Fuel Management	03%
Phase II			
CIS	k	Billing & Collection	15%
	l	Customer Relationship Management	08%
	m	Energy Management	04%
	n	Meter Data Management	04%

Total Score for Functional Requirements = W*4

Any Bidder whose score is less than 70% of the total score (400 X 70%=280 Scores) for Functional Requirements, will be considered as non-responsive to the technical requirements.

It is mandatory for the Bidders who score more than 70% to provide solutions for Functional Requirements specified as Knockout (K) and Business Critical (B), by means of STDD or WA or TTP or MOD as stated in above Clause (a) & (b) and Technical Specification of Section 6 or any other suitable methodology acceptable to the Purchaser.

1.4.5 Non-Functional Requirements (Allocated Score is 100 Scores)

The evaluation of the **Non-Functional Requirements recorded** by the bidder in Forms T1, T3, T5, T6, T7, T8 and T10 in the Section 4 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below;

Rating	Description of rating of scores
Excellent Submission (100%)	Exceptional demonstration by the bidder showing conformity to the given Non-Functional Requirements, mentioned under hardware, operating systems, helpdesk, warranties of equipment and software, trainings and maintenance of all proposed components. The Bidder response should include required added value components to fulfil the total solution with excellent supporting evidence.
Good submission (80%)	Above average demonstration by the bidder showing conformity to the given Non-Functional Requirements, mentioned under hardware, operating systems, helpdesk, warranties of equipment and software, trainings and maintenance of all proposed components. The Bidder response should include required added value components to fulfil the total solution with good supporting evidence
Acceptable submission (70%)	The submission satisfies the requirements. The bidder has conformed to the Non-Functional Requirements, mentioned under hardware, operating systems, helpdesk, warranties of equipment and software, trainings and maintenance of all proposed components. Some supporting evidence has been provided.

Some reservations (50%)	The submission does not fully meet the requirements and the bidder has not sufficiently demonstrated the conformity to the Non-Functional Requirements Specification. Insufficient supporting evidence has been provided.
Serious Reservations (20%)	The submission does not satisfy the requirements and there are major reservations concerning the bidder’s relevant responses to the Non-Functional Requirements Specification. Little or no supporting evidence has been provided.
Unacceptable Submission (0%)	Does not meet the requirements. Does not comply and/or provides insufficient information to demonstrate the conformity to the Non-Functional Requirements Specification. Little or no supporting evidence has been provided.
<p>a. Standards and Technical Specification (Hardware/ System Software/ Other technical areas)</p> <p>The Bidder’s response must clearly explain the standards and technical specifications, on the application architecture, servers, storage and network requirements for the system landscape. Purchaser’s expected response and performance levels are mentioned in Sub paragraph 12 “Standards and Technical Specifications” in Form T10 – Non-functional Requirement Specifications, listed under Annexure B of Section 6.</p> <p>The Bidder must explain the rationale of sizing the Hardware, System Software and other technical components for 5 years of effective use and provide a separate list of components for Enterprise Resource Planning (ERP) system modules and Customer Information System (CIS) modules.</p> <p>The Bidder also needs to provide technical specifications and system requirements for a true failover mechanism (High Availability- HA) and Disaster Recovery (DR) arrangements. It is important to provide Bidder’s proposed Service Levels and Business Continuity Targets on proposed solution.</p> <p>The Purchaser further considers configuration and footprint of proposed Data Center equipment, the minimum required specifications for Purchaser’s desktops/ workstation computers etc. and their compliance with security features offered with ERP and CIS Systems as stated in sub paragraph 12 of “Standards and Technical Specifications” of Form T10 – Non-functional Requirement Specification, listed under Annexure B of Section 6 for detailed evaluation.</p> <p>The information submitted by the bidder in Form T1, T3, T8 and sub paragraph 12 of Form T10 in the Section 4 will be evaluated on the above basis and against the requirements of Section 6</p>	

<p>paragraph 4, “Technical Specifications” and the 50 scores allocated under the sub criteria will be awarded accordingly.</p>	
<p>b. Helpdesk Facility Information submitted by the bidder in Form T7 and Form T10 on the above requirements shall be evaluated as follows;</p> <p>The Bidder should confirm in their submission that the Bidder will;</p> <ol style="list-style-type: none"> 1. maintain a Helpdesk Facility to address and manage all first level and second level issues and problems during the Warranty Period, as well as during the Annual Maintenance Support (AMS) period between the Purchaser and the Bidder. 2. maintain an online Helpdesk, interactive web support for problem reporting and progress tracking as required to be provided (First level support, second level support) as per the information specified in sub paragraph 13 of “Standards and Technical Specifications” of Form T10 – Non-functional Requirement Specification, listed under Annexure B of Section 6 3. provide the Bidder’s Service Level commitments of all support areas clearly defining as required and submit specimen Service Level Agreements as requested in Form T7 in Section 4. <p>The information submitted by the bidder in Form T7, and sub paragraph 13 of Form T10 in the Section 4 will be evaluated on the above basis and the 15 scores are allocated accordingly.</p>	<p>15</p>
<p>c. Warranty Support</p> <p>The Warranty Support period shall commence from the date of Go-Live of each Project module.</p> <p>The defined Phase I & Phase II of the Project is expected to complete within 39 months. As stated in Section 2, Section 4 and Section 6, Bidder has to clearly agree to provide the warranty support time frames requested for, in its Bid submissions. Warranty commitments include Hardware, System Software, Application Software, Databases and other related components proposed and included by the Bidder for the proposed ERP system.</p> <p>The information submitted by the bidder in Form T1, T6, T7, T8 and sub paragraph 13 of Form T10 in the Section 4 will be evaluated on the above basis and against the requirements of</p>	<p>15</p>

<p>Section 6 on the Warranty requirements and the 15 scores are allocated accordingly.</p>	
<p>d. Support & Maintenance Annual Maintenance Support and Service Level Agreements as required by the Purchaser and as stated in Section 6 Paragraph 2, “List of Information Technology tasks related to the Projects” and paragraph 4, “Technical Specifications” shall be in place in its Bid with Service Level availability commitments by the Bidder.</p> <p>The information submitted for this requirement under Section 6 paragraph 4, “Technical Specifications” (Labeled as Form T10) shall be evaluated considering bidders responses, and as stated in the above Form for the following aspects;</p> <ul style="list-style-type: none"> i. Total system failure ii. Total hardware Failure iii. Failure of a critical function in the application iv. Failure of a non-critical function <p>e. The information submitted by the bidder in Form T6, Form T7, Form T8 & T10 in the Section 4 (on the Support & Maintenance aspects) will be evaluated on the above basis and also against the requirements of Section 6 on the Support & Maintenance requirements and the 10 scores are allocated accordingly.</p>	<p>10</p>
<p>f. Detailed Training Plan There will be various levels and types of training during the project implementation.</p> <ul style="list-style-type: none"> 1. Overview level training 2. Detailed functional level training for the Core Team during project preparation 3. Technical training for the internal IT Team 4. Business/ Functional Administrator Training 5. End User training <p>As per the paragraph 2, “List of Information Technology tasks related to the Projects” in Section 6, Purchaser requires a detailed training plan with the information on training tools and materials. Proposed no. of Training Specialist man days and hours to complete the above-mentioned training levels shall be included. Bidder’s response to these requirements will be considered for the evaluation.</p> <p>The total 10 scores is allocated from the assigned 100 scores of Non-Functional Specification and scores will be given according to the Bidder’s response for Form T5 & sub paragraph 14 in the Form T10 in Section 4.</p>	<p>10</p>

1.5 Proof of Concept

Bidders of Technical Bids that passed the required minimum scores under EQC 1.3 will be invited to conduct a Proof of Concept (POC). The POC of the bidder must demonstrate the key functional capabilities and completeness of the proposed solution, highlighting the following:

- 1.5.1 the ability to function and ease of use of the key functionalities listed in Form T2 for its proposed ERP solution, using a Bidder's own interactive demonstration methodology in a conceptualise ERP and CIS system environment
- 1.5.2 shall demonstrate and prove to the evaluation committee how each of the proposed solutions included for each of the Modules in Form T2 shall be implemented and integrated in practical business environment within the purchaser's organization.
- 1.5.3 Direct evidence shall be provided that the proposed solution can comprehensively meet the business requirement in all respects with no significant gaps or shortfalls.
- 1.5.4 Shall satisfactorily demonstrate that the 'End User Experience (User Interface (UI)/ User Experience UX) complies to bellow aspects
 - 1.5.4.1 Seamless end-to-end workflows with consistent "look and feel", aligned to the end user's role involving very few unnecessary forms or navigation steps
 - 1.5.4.2 Well-designed, clear and easy to use navigation at a system level and within forms using visual elements to help guide the user, with features such as standard and user-defined shortcuts, favourites, saved-searches, filters etc.
 - 1.5.4.3 Forms constructed in such a manner as to highlight important actions or tasks with logically and visually connected elements using colours and/or fonts
 - 1.5.4.4 Forms aligned with the user's role with no unnecessary elements, or which can be easily tailored

2. Qualification Criteria

2.1 Eligibility

2.1.1 Nationality

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms Q1 and Q2

2.1.2 Conflict of Interest

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall not have any conflict of interests in accordance with ITB 4.3, and if found may lead to disqualification.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.1.3 ADB Eligibility

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.1.4 Government-Owned Enterprise

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms Q1 and Q2

2.1.5 United Nations Eligibility

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 January 2018.	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable	Form Q3

^a *Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.*

^b *This requirement also applies to contracts executed by the Bidder as Joint Venture member.*

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder’s net worth calculated as the difference between total assets and total liabilities.	Must meet requirement by itself or as partner to past or existing Joint Venture	N/A	Must meet requirement by itself or as partner to past or existing Joint Venture	N/A	Form Q3

2.3 Experience and Technical Capacity

2.3.1 Contractual Experience

2.3.1.1 ERP Experience (General Experience)

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Successful completion, as main supplier within the last six (06) years, of at least two (02) comprehensive ERP Implementation contracts, with at least Finance and Procurement modules, in public or private sector, each valued at USD 5 million or more.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form Q4

2.3.1.2 Utility (Power) Sector Experience (Specific Experience)

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
(i) The Bidder must have successfully completed the supply, delivery, design, customization, integration, implementation, testing and commissioning of an ERP solution in one Power Sector Utility project including Finance, Procurement and Maintenance modules, during the last 6 years.	Must meet requirement	Must meet requirement	N/A	N/A	Form Q4
(ii) The Bidder must have successfully completed the supply, delivery, design, customization, integration, implementation, of one Billing, Collection and Customer Relationship Management (CRM) solutions (catering to 5 Million or more bulk/retail end	Must meet requirement	Must meet requirement	N/A	N/A	Form Q4

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
customers) in ONE Power Sector Utility project during the last 6 years.					
(iii) The sum of the Contract values of the above two projects in (i) and (ii) is USD 8 Million or more and each project referred above shall be more than four (04) Million USD.	Must meet requirement	Must meet requirement	N/A	N/A	Form Q4

2.3.2 Technical Experience

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
The Bidder shall demonstrate that the IT products (hardware, system software, databases, application software, related tools etc) offered for the total solution shall; <ul style="list-style-type: none"> (i) have their principles in operation at least five (5) years in the industry, and (ii) have been sold similar type of products and equivalent specification over the last five (5) years (by the Principal/ Bidder/ JV partners / other vendors) (iii)The proposed product in general shall be a Commercially Off The Shelf (COTS) product with proper version/release controlling and not a customer specific Bespoke development 	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form Q5

2.3.3 Production Capacity

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
The Bidder or manufacturer shall demonstrate ^a that it can supply the type, size, and quantity of the IT products (hardware, system software, databases, application software, related tools) as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Requirements).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form Q6

^a Bidder or Manufacturer shall provide evidence of production output.

2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Submission of audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last three company fiscal years (prior to Bid submission deadline) to demonstrate the current soundness of the Bidder’s financial position. As a minimum, the Bidder’s net worth for the year 2019 calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form Q13

2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
The minimum average annual turnover of 10 million USD received for the contracts in progress or completed for the last 3 years (prior to Bid submission deadline) related to Application Software Solution Implementation activities (similar to organizational Enterprise Resource Planning Systems and core systems).	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form Q14

2.4.3 Cash Flow Capacity

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is USD 3 Million.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form Q7 and Form Q15

3. Economic Evaluation

3.1 Economic Criteria

3.1.1 Adjustment for Scope

3.1.1.1 Local Handling and Inland Transportation

Prices quoted in Price Schedules for IT Products to be Offered from Outside the Purchaser's Country, Price Schedules for IT Products to be Offered from Within the Purchaser's Country and Price Schedules for Services to Be Offered from Outside and Within the Purchaser's Country provided in Section 4 (Bidding Forms) shall include all costs incidental (inland transportation, insurance, and other costs etc.) for completion of each task, as incurred by the supplier.

3.1.1.2 Minor Omissions or Missing Items

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated, including technical features identified as 'Mandatory' (or implied as mandatory by the use of the word 'must') in Section 6 (Schedule of Requirements) and for which nonconformance does not require rejection for non-responsiveness. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions, for the purpose of ensuring fair comparison of Bids.

3.1.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted and bids with any deviation will be considered non-responsive.

3.1.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Requirement) are not permitted and bids with any deviation will be considered non-responsive.

3.1.4 Operation and Maintenance (O&M) Costs

The Bidder shall quote Operation and Maintenance (O&M) costs in the Price Schedule for Recurrent cost for Phase I and the Price Schedule for Recurrent cost for Phase II. The Bidder shall quote the prices in the Price Schedules for Recurrent Costs (Phase I and Phase II) considering all operational, maintenance and financial factors.

The prices quoted therein shall be considered for price bid evaluation purposes for fair bid comparison purposes.

The **Cumulative Recurrent Cost - Phase I** and **Cumulative Recurrent Cost - Phase II** as per the Price Schedules for Recurrent Costs for Phase I and Phase II, will be added to the Total Bid Price given in Grand Summary to calculate the Evaluated Bid Price (*C*) in the formula indicated under the paragraph 1.2 of the Evaluation and Qualifications Criteria, Section 3.

3.1.5 Other Criteria in Accordance with ITB 39.2(f)

Not Applicable

3.2 Domestic Preference

Domestic preference shall not apply.

3.3 Multiple Lots (Contracts)

Does not apply.

End of Section 3.

Section 4: Bidding Forms

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Certificate of Purchase of Bidding Document

(TO BE SIGNED AND ATTACHED WITH THE BID)

Date:

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

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

Non-refundable Bid fee receipt No. dated

Project Director (Enterprise Resource Planning)

Ceylon Electricity Board

Date:

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

Position and name of signatory:
.....

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

.....
Authorized Signature of the Bidder
& Company Seal

Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____
Page ___ of ___

Item	Description	Country of Origin

Letter of Technical Bid

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____

Open Competitive Bidding (OCB) No.: _____

Invitation for Bid (IFB) No.: _____

Alternative No.: _____

To: Ceylon Electricity Board, Sri Lanka

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Requirements), the following IT products and services:
“Procurement of an Integrated Enterprise Resource Planning (ERP) System for Ceylon Electricity Board (This includes: Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of Integrated Enterprise Resource Planning System for Ceylon Electricity Board, Sri Lanka)”
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We undertake, if our bid is accepted, to commence work on the IT products and services and to achieve installation and acceptance within the respective times stated in the Bidding Documents.
- (e) We hereby certify that all the software offered in this bid and to be supplied under the Contract is either owned by us or, (ii) covered by a valid license from the proprietor of the software.
- (f) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (h) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (i) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (j) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.
- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

- (i) Name of Institution: _____
- (ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: _____
- (iii) Reason for the debarment, ineligibility, or blacklisting: _____

- (l) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

² Use one of the two options as appropriate.

- (i) Nature of the offense/violation: _____
- (ii) Court and/or area of jurisdiction: _____
- (iii) Resolution [i.e. *dismissed; settled; convicted/duration of penalty*]: _____
- (iv) Other relevant details [*please specify*]: _____
- (m) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (o) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (p) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (q) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (r) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

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

Date _____

¹ Use one of the two options as appropriate.

Form T1 - Detailed List of Products, Systems and Services

The Detailed List of Products, Systems and Services included under Form T1 by the Bidder shall be evaluated as per the Clause 1.4.3 and Clause 1.4.5 Subclauses (a) and (c) of the Evaluation and Qualification Criteria, Section 3.

Purchaser expects detailed complete list of products, systems and services proposed under this bid. The list should include brief description of products with model Nos/ version Nos., license mechanism, systems and services, quantities, supply equipment configurations, purpose of use, usage level & limits with required technical information for each Phase (Phase I and Phase II).

Please use your own format for submitting the required information as indicated under T1. Also make sure to include all the price information of above listed items in the Price Schedules.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form T2 - Key Functional Requirement Specification

The responses to Key Functional Requirements Specifications included under Form T2 by the Bidder shall be evaluated as per Clause 1.5 in Evaluation and Qualification criteria, Section 3.

The Bidder shall complete the following table complying with all listed key functions of the Purchaser. The bid shall be rejected if any of the key functions/ sub-modules are not complied.

Sr. No	ERP System Module	Key Functions / Sub-Modules	Compliance	
			Yes/ No	Remarks
Phase I				
1	Finance	General Ledger		
		Accounts Payable		
		Accounts Receivable		
		Fixed Assets		
		Bank and Cash Management		
		Cash Flow Management		
2	Procurement & Inventory Management	Masters		
		Procurement Planning		
		Purchase Requisition (PR)		
		Bid Process Management		
		Purchase Order (PO)		
		Contract Management		
		Goods Receiving		
		Material Requisition (MR)		
		Goods Issue (GI)		
		Goods Transfers (GTN)		
		Material Return to Vendor		
		Reports and Inquiry		
3	Project Management	Project Planning and Scheduling		
		Project Funding Agency Management		
		Project Contractor Management		
		Project Approval, Clearance		
		Project Design, Feasibility		
		Project Execution		
		Project Completion		
		Integration		
		Reports and Inquiry		
4	Workflow & Document Management	Workflow Task Definitions		
		Graphical and Form Modeling		
		Workflow Integration		
		Report Generation		
		Document Management Input		
		Document Indexing		
		Document Management		
		General Integration		

		Scanning		
		Security		
		Inquiry and Reports		
5	BI & Reporting	Data Extraction ,Transformation and Load (ETL)		
		Data Processing		
		Data Analysis		
		Reports and Dashboards		
6	Human Resources	Organizational Structure		
		HR Policies, Rules and Regulations		
		Recruitment		
		Employee Registration		
		Performance Appraisal		
		Leave Management		
		Attendance and Overtime Management		
		Payroll		
		Employee Claims		
		Employee Transfers		
		Training and Development		
		Loan Management		
		Employee Medical Scheme		
		Disciplinary and Grievances Management		
		Employee Separation		
		Succession Planning		
		Inquiry and Reports		
7	Fleet Management	Vehicle Allocation and Monitoring		
		Hired Vehicles		
		Running Charts		
		Vehicle Maintenance, Repair and Fuel Management		
		Vehicle Disposal (Maintenance)		
		Inquiry and Reports		
8	Asset Management	Asset Registration and Capitalization		
		Asset Life Cycle Management		
		Asset Depreciation		
		Asset Revaluation		
		Asset Additions		
		Asset Maintenance		
		Asset Transfers		
		Disposal/ Scrap Sale		
		Physical Verifications of Assets		

		Inquiry and Reports		
9	Maintenance Management	Maintenance Plan		
		Incident/ Fault Reporting/ Breakdown Maintenance		
		Work Order Creation		
		Material Management		
		Maintenance Work Execution		
		Tools		
		Cost Management		
		Maintain Bill of Material and Contractor Details		
		Interruptions		
		Inquiry and Reports		
10	Fuel Management	Masters		
		Coal Procurement Planning		
		Fuel Procurement Planning		
		Fuel Purchase Request (HFO, LFO etc.)		
		Fuel/ Coal Purchase Order		
		Fuel Procurement		
		Coal Procurement		
		Integration with Fleet Management (Shipping)		
		Material Requesting (Fuel/ Coal)		
		Goods Receiving		
		Goods Issue (Fuel/ Coal)		
		Goods Transfer (Fuel)		
		Fuel/ Coal Quality Testing		
		Invoicing Ash/ Sludge Sales		
Receipts of Ash/ Sludge Sales				
Inquiry and Reports				
Phase II				
11	Customer Information System			
	Billing	Bill Processing		
		Bill Printing		
		Bill Dispatch		
		Management of Security Deposits		
		Special Billing		
		Tariff		
		Billing Reports		
		Updating Financial Information		
		Interface with Bank systems		
		Interface with payment gateways		
		Maintaining agreements		
		Collection at all points		
		Receipt Generation		

		Inquiry and Reports		
	Collection	Data Capturing		
		Central Database		
		Distributed Collection		
		Integration		
		Data Analysis		
		Exception Handling		
		Remote disconnection and Reconnection		
		Inquiry and Reports		
	Meter Data Management	Data Capture		
		Distributed Data Collation		
		Integration		
		Report Generation and Data Analysis		
		MDM – Master Directory		
		MDM – User Interface		
		Inquiry and Reports		
	Customer Relationship Management	New Connection		
		Meter Replacement		
		Meter Testing		
		Work Execution		
		Maintain Bill of Material and Vendor Details		
		Call Center		
		Interactive Voice Recording System		
		Inquiry and Reports		
	Energy Management	New Meter Installation/ New Connection		
		Material Management		
		Inquiry and Reports		

Bidder should provide responses to the specified key functions in the above given format. Any other responses (blank responses as well as duplicate responses) will be considered as “Not Complied”.

Bidder can use the Bidder’s Remarks column to insert other comments for additional information.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form T3 - Technical Specifications (Hardware/Software/Other technical areas)

The Technical Specifications (Hardware/ Software/ Other technical areas) included under Form T3 by the Bidder shall be evaluated as per the Clause 1.4.5 Subclause (a) of Evaluation and Qualification Criteria, Section 3.

The Bidder’s response must explain the technical specifications on the application architecture, communication and network requirements for the system landscape and specifications of the proposed equipment, servers and specifications for Purchaser’s computers, data center requirements and specifications, and security features offered by the software application and proposed IT solution.

The following Form template is recommended to be used and shall be expanded as required to indicate above information.

Template A1

Item	Description	Make/Brand	Requirement	Technical Specification	Quantity
1.	Hardware				
2.	System Software Middleware & Operating Systems				
3.	Network, Storage and Other components				

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form T4 - Approach and Methodology

The Approach, Design Methodology & Implementation Method included under Form T4 (Formats T4A, T4B, T4C, T4D, T4E and T4F) by the Bidder shall be evaluated as per the Clause 1.4.3 of Evaluation and Qualification Criteria, Section 3.

Format T4 A - Overall Project Plan

Bidder is expected to submit a well-organized comprehensive project plan (Template A2 given below) for Phase I and Phase II deployments separately. The project plan is expected to concentrate on activities that will commence after the contract signing and end with the final user sign-off (Final Acceptance).

The Bidder's project plan is expected to include the following:

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

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

Format of the project plan should be as follows:

Template A2

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

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

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

 – Critical milestones

The Bidder shall submit the details requested in Table A1 in relation to the project plans submitted for Phase I and Phase II separately.

Table A1

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

Note 1:

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

Note 2:

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

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

Format T4 B - Project Management

The project management approach should be in line with the proposed project plan of activities for Phase I and Phase II. Bidder should clearly define the project management approach and they should propose the methodology for obtaining users and senior management commitment / sign-off at each stage, any knowledge sharing sessions to be conducted by the Bidder, methodology adopted by the Bidder to update the purchaser with the status of the project etc. Bidder should provide the above details in the following table (*Table A2*).

Table A2

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

Additionally, a clear diagram of the proposed structure of the project team of the Bidder, Purchaser and the consultants should be provided. A diagram of escalation path for resolution of problems which may arise during the project period should also be provided. The same committed proposed project team should be used for the implementation, if the Bidder has been selected. In the event the members of the deployed Project team differ with the Bid, the selected Bidder shall give confirmation on the final Project team on equal or better qualification and experience basis, prior to the inception of the Project and obtain approval of the Purchaser.

In the unlikely event that a proposed project team member is to be replaced during implementation, it shall be on equal or better qualification and experience basis, and with the prior approval of the Purchaser.

A full detailed Bio Data should be provided of each team member according to the format in the Section 4 – Form Q9.

Format T4 C - Conversion Methodology (Data Migration)

The data migration requirements specified in Section 6, paragraph 2, “List of Information Technology Tasks related to the Project” clause 8, (Data Migration) should be used to propose the conversion (data migration) methodology. The Bidder’s response must explain the methodologies of how the current systems are expected to be converted (migrated) to the proposed solution in line with Table A3 and A4 below. This should clearly state the following:

Table A3

Sr. No	Conversion Methodology
1.	Data Migration Scope and Teams
1.1	Define the scope of migration
1.2	Preparation of sites where the migration is due to take place
1.3	Identify the resource requirement
1.4	Provide documented data migration strategy and procedures
1.5	Data migration monitoring mechanism
2.	Data Mapping
2.1	How the data sources and data destinations will be identified and checked for accuracy
2.2	How data sources and data destinations will be mapped
2.3	Whether any tests will be conducted on data migration programs (for electronic data migration) prior to conducting the live cut-off
3.	Data off-loading and cleansing
3.1	Facilitate performing data off-loading
3.2	Facilitate performing data cleansing with data cleansing plan
4.	Data migration – re-populating / uploading the data
4.1	Action plan
4.2	Methodology of data verification
4.3	Post conversion data review
4.4	Methodology to identify the issues and to take corrective action

Table A4

Sr. No	Conversion (Data Migration) Activities	Process in each phase/ activity	Bidder's comments (Note 1)	Resources and other requirements (systems, storage, personnel resources and etc. from the Purchaser and Bidder)
1				
2				
3				
4				
5				
6				

Note 1:

Bidder should state:

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

Note 2:

The timing of the conversion process should be clearly stated in the project plans (Template A2)

Format T4 D - Implementation Methodology

The implementation methodology should be in line with the project plans proposed. The Bidder is expected to prepare detailed implementation plans (in Table A5) for Phase I and Phase II implementation of the IT Solution for the purchaser. The implementation plan is expected to include the following at a minimum:

- i. Methodology to be adopted to transfer activities to the new system (eg. parallel run, overnight transfer etc. Bidder may propose any methodology not limited to these)
- ii. User Acceptance Testing
- iii. Necessity for a test environment and additional resource requirements for the test environment
- iv. Finalize the transfer

Table A5

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

Note 1:

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

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

Note 2:

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

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

Format T4 E - Timeframes, milestones and deliverables

The Bidder is expected to clearly define the time frame of the project plans, key milestones, which will be achieved during Phase I and Phase II periods and the Bidder is expected to clearly specify the deliverables in the proposal (*in Table A6*). These deliverables should be linked to specific milestones, to identify the quantum of work completed at a particular time period. Bidder may use the Table A6 for Phase I and Phase II, for submissions.

Table A6

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

Note:

- 1. The timing of the implementation process should be clearly stated in the project plans (Template A2)*

Format T4 F - Project Delivery Team

Bidder should clearly define the teams (Bidder's teams) who would be involved in the implementation process. Their main activities and responsibilities in relation to the ERP and CIS implementation should be clearly inserted in Table A7.

Table A7

Sr. No	Team/ Team member Name	Position	Responsibilities	Tasks assigned	Time Allocation	
					On-site (Man days)	Off-site (Man Days)
1	Team 1					
1.1	Member 1					
1.2	Member 2					
1.3	Member 3					
2	Team 2					
2.1	Member 1					
2.2	Member 2					
2.2	Member 3					

Note:

- Bidder is expected to provide qualifications, past experiences of project members under Section 4 – Form Q9.
- It is compulsory to provide the estimated total man days required to implement each module as given in Section 4.
- Bidder should clearly demonstrate the personal schedule of each and every member of the project team in the following diagram (Template A3). Bidder may duplicate Template A3 while considering Phase I and Phase II deployments.

It is compulsory that the Project Team is composed of individuals stated in Section 4 Form Q9 to be used from contract signing to closure of the implementation, if the Bidder has been selected. In the event the members of the deployed Project team differ with the Bid, the selected Bidder shall give confirmation on the final Project team on equal or better qualification and experience basis, prior to the inception of the Project and obtain approval of the Purchaser.

In the unlikely event that a proposed project team member is to be replaced during implementation, it shall be on equal or better qualification and experience basis, and with the prior approval of the Purchaser.

- *The final project team shall be selected and decided by the Purchaser prior to contract formulation.*

Template A3

Position with Name	Full time employee of the Bidder (Y/N)	Months																		Months							
		1				2				3				4				N				Field	Home Office	Total			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	-	-	-	N						
Project Manager (Ms/ Mr.)		F						F					F														
Solution Architect (Ms./ Mr.)		F	F			F													P	P							
Functional Consultants		F	F	F	F					F	F					F	F	P									
Technical Consultants		F	F	F	F				F	F								P									
Database Administrator		F	F				F	F	F			P	P	P	P		F	F		P							
Software Engineer/Developer				F	F	F							P	P													
Tech Lead - Quality Assurance					F	F	F	F	F	F	F	F	F	F	F	F	F	P	P	P	P	P	P				

Legend		Full Time	F	Part Time	P
--------	--	-----------	---	-----------	---

Note : The project team members and the schedules shown above is illustrative.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form T5 - Training

The Training Methodology included under Form T5 by the Bidder shall be evaluated as per the Clause 1.4.3 and Clause 1.4.5 Subclause (e) of the Evaluation and Qualification Criteria, Section 3.

Training Methodology

Training will form critical pre-condition for ensuring the success of the system implementation. Therefore, the Purchaser expects from the Bidder to provide a series of workshops/ training programs to fulfill the training requirements. Bidder shall cost the training component in Price Schedules for Services to be offered from Within and Outside the Purchaser's Country – Phase I and Phase II in Price Bid. Bidder is expected to provide his/her confirmation on training requirements of the Purchaser as mentioned under paragraph 2, "List of Information Technology Tasks related to the Project" in Section 6 and sub paragraph 14 of Annexure B, Non-Functional Requirement specifications listed under Technical Specifications of Section 6.

Bidder is expected to mention the main areas covered under the training programs (for Example: Functional area training, Technical training, Database training, Hardware training, etc.). Modules or sub areas covered under the above-mentioned categories, the target audience for each training program and the number of days allocated for each training area should be highlighted in *Table A8*. Bidder may use the same *Table A8* for submission of proposed training for Phase I and Phase II deployments.

Table A8

Sr. No	Main Area/ Phase/ Stage	Module or Sub Area	Target Audience	No of days/ weeks allocated
1.	Functional Training			
1.1				
1.2				
1.3				
2.	Technical Training			
2.1				
2.2				
2.3				
3	Business/ Functional Administrator Training			
3.1				

Sr. No	Main Area/ Phase/ Stage	Module or Sub Area	Target Audience	No of days/ weeks allocated
3.2				
3.3				
4	End User Training			
4.1				
4.2				
4.3				

Above table is for illustration purposes only.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Note 1:

Bidder should provide the qualifications and past experience of the training team/ instructors under Section 4 – Form Q9. It is compulsory that the same training team considered in the Bid shall be used for the training sessions, if and in the event the Bidder being selected.

Note 2:

Training plan should be clearly included in the Project Plans (Template A2)

Note 3:

Bidder should propose the number of training sessions based on the Volumetric Information provided in the Technical Specification of Section 6. The maximum number of participants for a hands-on training session is limited to thirty (30) and the maximum number of participants for a general training session is limited to hundred (100). Training facilities will be provided by the Purchaser.

Form T6 - Service and Support

The Service and Support details included under Form T6 by the Bidder shall be evaluated as per the Clause 1.4.5 Subclauses (c) and (d) of Technical Evaluation in Evaluation and Qualification Criteria, Section 3.

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

Bidder is required to provide their confirmation on the service and support requirements of the Purchaser, mentioned under paragraph 2, “List of Information Technology Tasks related to the Project” in Section 6 and sub paragraph 13 of Annexure B, Non-Functional Requirement specifications listed under Technical Specifications of Section 6.

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

Form T7 - Agreements

The Agreement details included under Form T7 by the Bidder shall be evaluated as per the Clause 1.4.5 Subclauses (b), (c) and (d) of Evaluation and Qualification Criteria, Section 3.

Bidder shall provide the specimen agreements mentioned under *Table A10 (if any)*. Bidders specimen agreements must confirm to the service and support requirements of the Purchaser, mentioned under paragraph 2, “List of Information Technology Tasks related to the Project” in Section 6 and sub paragraph 13 of Annexure B, Non-Functional Requirement specifications listed under Technical Specifications of Section 6.

By providing the response as “Yes” in ‘Bidder’s Compliancy’ column, the Bidder agrees to comply with the respective document and would be willing to do any extensions or amendments as per any fair requests made by the Purchaser.

Table A10

Sr. No	Agreements	Bidder’s Compliancy (Yes/No/Not Available)	Specimen Agreement Attached (Yes/ No)
1	Standard Product License Agreement		
2	Standard Maintenance/Support Agreement		
3	Standard Service Level Agreement (SLA)		
4	Standard Partnership Agreements with JVs		

Name _____

In the capacity of _____

Signed _____

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

Date _____

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

Form T8 - Licensing Mechanism

The Licensing Mechanism details included under Form T8 by the Bidder shall be evaluated as per the Clause 1.4.5 Subclauses (a), (c) and (d) of Evaluation and Qualification Criteria, Section 3.

The Bidder must describe to the Purchaser the proposed licensing model for the proposed IT Solution/Package Software.

Other licensing requirements external to ERP system such as clients' operating systems, client databases, anti-virus software and hardware, 3rd party products/ services proposed by the Bidder, should be coordinated by the Bidder in liaison with the Purchaser.

Bidder is required to provide their confirmation on the licensing requirements of the Purchaser, mentioned under *Table A11*.

If the licensing model and/ or licensing information are different for Phase I and Phase II, the Bidder may duplicate Table A11.

Table A11

Sr. No	Licensing	Bidder's Confirmation (Yes/No) *	Remarks
1	Introduction		
1.1	The Bidder shall declare all different types of licensing structures proposed for their solution.		
1.2	The Bidder shall declare licensing categories and its privilege levels.		
1.3	The licensing shall have flexibility and reusability to cater to staff movement requirements of the organization such as transfers, promotions, etc.		
1.4	The Bidder shall provide licensing without any extra charges for Disaster Recovery, Training, Development and Test environments.		
1.5	Availability of the following licensing models;		
1.5.1	Named user licenses		
1.5.2	Enterprise licenses		

1.6	The price structure for the renewal of licenses shall be clearly mentioned for the next 5 years which has to be reflected in the Principals Licence Agreement document.		
1.7	The solution shall support an employee, who needs to access multiple modules with a single user license.		
1.8	The Bidder shall provide a licensing calculation mechanism with prices for base license and additional license slabs with incremental prices.		
1.9	The Bidder shall not claim any licensing charges for upgrade or modular replacement for the next 5 years from the day of commercial roll-out. Any such modules shall be available to the purchaser at no cost.		
1.10	The Bidder shall provide the adequate number of licenses required during the implementation and testing.		

Name _____

In the capacity of _____

Signed _____

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

Date _____

Note 1:

Requirements of the licenses should be included in the Technical Bid, and the relevant costs must be included in the Price Bid.

Note 2:

Additional costs involved in any of the above service and support activities should be clearly mentioned. Calculation mechanism shall be included in the Technical Bid and actual figures shall be included in the Price Bid.

Note 3 :

Bidder shall submit relevant technical details to support Bidders' confirmation with respect to areas as given in 1.1 to 1.10 above, along with the technical Bid. Any Price related details (eg. 1.6, 1.8) shall be submitted with Price Bid.

Form T9 – Functional Requirement Specification

**Please refer Form T9 specified in Section 6 under paragraph 4, “Technical Specification”.
(The Form included in Volume 2 of 2 of this Bid document)**

To avoid the duplication, the Functional Requirements Specifications are included under Form T9 of Section 6. The Bidders shall fill the blanks included in Form T9 in the Section 6 and the information given therein shall be evaluated as per the Clause 1.4.4 of the Evaluation and Qualification Criteria, Section 3.

Form T10 – Non-Functional Requirement Specification

Please refer Form T10 specified in Section 6 under paragraph 4, “Technical Specification”. (The Form included in Volume 2 of 2 of this Bid document)

To avoid the duplication of inclusion of information under Form 10, the Non-Functional Requirements Specifications are included under Section 6 and is labeled as T10. The Bidders shall fill the blanks included in Form T10 and the information given therein shall be evaluated as per the Clause 1.4.5 of the Evaluation and Qualification criteria, Section 3.

Letter of Price Bid

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____

Open Competitive Bidding (OCB) No.: _____

Invitation for Bid (IFB) No.: _____

Alternative No.: _____

To: [Ceylon Electricity Board, Sri Lanka]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with Section 6 (Schedule of Requirements), the following IT products and services:

“Procurement of an Integrated Enterprise Resource Planning (ERP) System for Ceylon Electricity Board (This includes: Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of Integrated Enterprise Resource Planning System for Ceylon Electricity Board, Sri Lanka)”

- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

(d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: [*specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies*]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [*specify in detail the method that shall be used to apply the discounts*]

(e) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, 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 the Bidding Documents.

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: ¹

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(h) 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.

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

(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

¹ If none has been paid or is to be paid, indicate "None."

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for IT Products
to Be Offered from Within the Purchaser's Country – Phase I**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
A.	Software Licenses, Software subscriptions and other Application Software							
1	Phase IA - Software Licenses for Enterprise Resource Planning (ERP) Modules							
1.1	Finance		Not Applicable					
1.2	Procurement & Inventory		Not Applicable					
1.3	Project Management		Not Applicable					
1.4	Workflow & Document Management		Not Applicable					
1.5	Human Resource Management		Not Applicable					
1.6	Phase-specific elements of Business Intelligence and Reporting		Not Applicable					
2	Phase IB - Software Licenses for Enterprise Resource Planning (ERP) Modules							
2.1	Fleet Management		Not Applicable					
2.2	Asset Management		Not Applicable					
2.3	Maintenance Management		Not Applicable					
2.4	Fuel Management		Not Applicable					
2.5	Phase-specific elements of Business Intelligence and Reporting		Not Applicable					
3	Any other application software (3rd Party Systems – If any required to fulfil the Project Scope of Work)							
3.1			Not Applicable					
3.2			Not Applicable					
3.3			Not Applicable					
	Sub Total of item A							

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
B.	Database Licenses, Middleware Licenses, Replication & Backup Licenses and Client Access Licenses for all above modules listed under Phase I							
4	Database Licenses							
4.1	Production Licenses		Not Applicable					
4.2	Development Licenses		Not Applicable					
4.3	Test Licenses		Not Applicable					
4.4	Training Licenses		Not Applicable					
4.5	Disaster Recovery Licenses		Not Applicable					
4.6	Any Other Licenses (Please specify)		Not Applicable					
4.7	Any Other Licenses (Please specify)		Not Applicable					
5	Middleware Licenses							
5.1	Program/ Process Integration Licenses		Not Applicable					
5.2	Data Integration Licenses		Not Applicable					
5.3	Any Other Licenses (Please specify)		Not Applicable					
5.4	Any Other Licenses (Please specify)		Not Applicable					
6	Replication and Backup Licenses							
6.1	Replication Software (High-Availability, DR, etc.)		Not Applicable					
6.2	Backup Software		Not Applicable					
7	Client Access Licenses							
7.1	CAL – Production		Not Applicable					
7.2	CAL – Development		Not Applicable					
7.3	CAL – Test		Not Applicable					
7.4	CAL - Training		Not Applicable					
7.5	CAL – DR		Not Applicable					

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
7.6	Purchaser Terminal's O/S Requirement		Not Applicable					
7.7	CAL Third Party Software (.NET Platform, Java, Service Packs, etc.)		Not Applicable					
Sub Total of item B								
C.	Information and Communication Technology (ICT) Components							
8	Data Center Servers							
8.1	Finance		Not Applicable					
8.2	Procurement & Inventory		Not Applicable					
8.3	Project Management		Not Applicable					
8.4	Workflow & Document Management		Not Applicable					
8.5	Business Intelligence & Reporting		Not Applicable					
8.6	Human Resource Management		Not Applicable					
8.7	Fleet Management		Not Applicable					
8.8	Asset Management		Not Applicable					
8.9	Maintenance Management		Not Applicable					
8.10	Fuel Management		Not Applicable					
8.11	3 rd party systems (if any)		Not Applicable					
8.12	ERP Development		Not Applicable					
8.13	ERP Testing		Not Applicable					
8.14	Training		Not Applicable					
8.15	Disaster Recovery for all above production modules		Not Applicable					
9	Operating Systems							
9.1	Finance		Not Applicable					
9.2	Procurement & Inventory		Not Applicable					

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
9.3	Project Management		Not Applicable					
9.4	Workflow & Document Management		Not Applicable					
9.5	Business Intelligence & Reporting		Not Applicable					
9.6	Human Resource Management		Not Applicable					
9.7	Fleet Management		Not Applicable					
9.8	Asset Management		Not Applicable					
9.9	Maintenance Management		Not Applicable					
9.10	Fuel Management		Not Applicable					
9.11	3 rd party systems (if any)		Not Applicable					
9.12	ERP Development		Not Applicable					
9.13	ERP Testing		Not Applicable					
9.14	Training		Not Applicable					
9.15	Disaster Recovery for all production modules		Not Applicable					
10	Any Other Equipment							
10.1	Data Storage		Not Applicable					
10.2	Network Related		Not Applicable					
10.3	Security & Protection		Not Applicable					
10.4	Replication		Not Applicable					
10.5	Backup		Not Applicable					
	Sub Total of item C							
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C)								

Notes:

Column 2: All major software, hardware, databases and other major components of the Integrated ERP system. Sub-items under 1 to 10 above are only indicative. Bidder must include pricing for all IT Products proposed in the Technical Proposal as per ITB Clause 14 and may insert new line items under main items (1 to 10) as required.

Column 4: In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded.

Bidder may quote an aggregate price for items under 8 and an aggregate price for items under 9. For all other items it is mandatory to quote prices for each item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for IT Products
to Be Offered from Within the Purchaser's Country – Phase II**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
A. Software Licenses, Software subscriptions and other Application Software								
1	Software Licenses for Customer Information System (CIS)							
1.1	Billing & Collection		Not Applicable					
1.2	Meter Data Management		Not Applicable					
1.3	Energy Management		Not Applicable					
1.4	Customer Relationship Management		Not Applicable					
1.5	Phase-specific elements of Business Intelligence and Reporting		Not Applicable					
2	Any other application software (3rd Party Systems – If any required to fulfill the Project Scope of Work)							
2.1			Not Applicable					
2.2			Not Applicable					
2.3			Not Applicable					
	Sub Total of item A							
B. Database Licenses, Middleware Licenses, Replication & Backup Licenses and Client Access Licenses for all above modules listed under Phase II								
3	Database Licenses							
3.1	Production Licenses		Not Applicable					
3.2	Development Licenses		Not Applicable					
3.3	Test Licenses		Not Applicable					
3.4	Training Licenses		Not Applicable					
3.5	Disaster Recovery Licenses		Not Applicable					
3.6	Any Other Licenses (Please specify)		Not Applicable					
3.7	Any Other Licenses (Please specify)		Not Applicable					

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
4	Middleware Licenses							
4.1	Program/ Process Integration		Not Applicable					
4.2	Data Integration		Not Applicable					
4.3	Any Other (Please specify)		Not Applicable					
4.4	Any Other (Please specify)		Not Applicable					
5	Replication and Backup Licenses							
5.1	Replication Software (High-Availability, DR, etc.)		Not Applicable					
5.2	Backup Software		Not Applicable					
6	Client Access Licenses							
6.1	CAL – Production		Not Applicable					
6.2	CAL – Development		Not Applicable					
6.3	CAL – Test		Not Applicable					
6.4	CAL - Training		Not Applicable					
6.5	CAL – DR		Not Applicable					
6.6	Purchaser Terminal's O/S Requirement		Not Applicable					
6.7	CAL Third Party Software (.NET Platform, Java, Service Packs, etc.)		Not Applicable					
	Sub Total of item B							
C.	Information and Communication Technology (ICT) Components							
7	Data Center Servers							
7.1	Billing & Collection		Not Applicable					
7.2	Meter Data Management		Not Applicable					
7.3	Energy Management		Not Applicable					
7.4	Customer Relationship Management		Not Applicable					
7.5	Phase-specific elements of Business		Not Applicable					

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
	Intelligence and Reporting							
7.6	3rd party systems (if any)		Not Applicable					
7.7	ERP Development		Not Applicable					
7.8	ERP Testing		Not Applicable					
7.9	Training		Not Applicable					
7.10	Disaster Recovery for all above production modules		Not Applicable					
8	Operating Systems							
8.1	Billing & Collection		Not Applicable					
8.2	Meter Data Management		Not Applicable					
8.3	Energy Management		Not Applicable					
8.4	Customer Relationship Management		Not Applicable					
8.5	Phase-specific elements of Business Intelligence and Reporting		Not Applicable					
8.6	3rd party systems (if any)		Not Applicable					
8.7	ERP Development		Not Applicable					
8.8	ERP Testing		Not Applicable					
8.9	Training		Not Applicable					
8.10	Disaster Recovery for all production modules		Not Applicable					
9	Any other equipment							
9.1	Data Storage		Not Applicable					
9.2	Network Related		Not Applicable					
9.3	Security & Protection		Not Applicable					
9.4	Replication		Not Applicable					
9.5	Backup		Not Applicable					

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price	Sales and Other Taxes (excluding VAT)	Total Price including Sales and Other Taxes (excluding VAT)
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
Sub Total of item C								
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C)								

Notes:

Column 2: All major software, hardware, databases and other major components of the Integrated ERP system. Sub-items under 1 to 9 above are only indicative. Bidder must include pricing for all IT Products proposed in the Technical Proposal as per ITB Clause 14 and may insert new line items under main items (1 to 9) as required.

Column 4: In accordance with margin of preference ITB 38, if applicable.
 Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14
 Currency in accordance with ITB 15
 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser’s country if Contract is awarded

Bidder may quote an aggregate price for items under 7 and an aggregate price for items under 8. For all other items it is mandatory to quote prices for each item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for IT Products
to Be Offered from Outside the Purchaser's Country – Phase I**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB	
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6	
A.	Software Licenses, Software subscriptions and other Application Software							
1	Phase IA - Software Licenses for Enterprise Resource Planning (ERP) Modules							
1.1	Finance				Not Applicable		Not Applicable	
1.2	Procurement & Inventory				Not Applicable		Not Applicable	
1.3	Project Management				Not Applicable		Not Applicable	
1.4	Workflow & Document Management				Not Applicable		Not Applicable	
1.5	Human Resource Management				Not Applicable		Not Applicable	
1.6	Phase-specific elements of Business Intelligence and Reporting				Not Applicable		Not Applicable	
2	Phase IB - Software Licenses for Enterprise Resource Planning (ERP) Modules							
2.1	Fleet Management				Not Applicable		Not Applicable	
2.2	Asset Management				Not Applicable		Not Applicable	
2.3	Maintenance Management				Not Applicable		Not Applicable	
2.4	Fuel Management				Not Applicable		Not Applicable	
2.5	Phase-specific elements of Business Intelligence and Reporting							
3	Any other application software (3rd Party Systems – If any required to fulfill the Project Scope of Work)							
3.1					Not Applicable		Not Applicable	
3.2					Not Applicable		Not Applicable	
3.3					Not Applicable		Not Applicable	
	Sub Total of item A							
B.	Database Licenses, Middleware Licenses, Replication & Backup Licenses and Client Access Licenses for all above modules listed under Phase I							

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
4	Database Licenses						
4.1	Production Licenses				Not Applicable		Not Applicable
4.2	Development Licenses				Not Applicable		Not Applicable
4.3	Test Licenses				Not Applicable		Not Applicable
4.4	Training Licenses				Not Applicable		Not Applicable
4.5	Disaster Recovery Licenses				Not Applicable		Not Applicable
4.6	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
4.7	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
5	Middleware Licenses						
5.1	Program/ Process Integration				Not Applicable		Not Applicable
5.2	Data Integration				Not Applicable		Not Applicable
5.3	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
5.4	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
6	Replication and Backup Licenses						
6.1	Replication Software (High-Availability, DR, etc.)				Not Applicable		Not Applicable
6.2	Backup Software				Not Applicable		Not Applicable
7	Client Access Licenses						
7.1	CAL – Production				Not Applicable		Not Applicable
7.2	CAL – Development				Not Applicable		Not Applicable
7.3	CAL – Test				Not Applicable		Not Applicable
7.4	CAL - Training				Not Applicable		Not Applicable
7.5	CAL – DR				Not Applicable		Not Applicable
7.6	Purchaser Terminal's O/S Requirement				Not Applicable		Not Applicable

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
7.7	CAL Third Party Software (.NET Platform, Java, Service Packs, etc.)				Not Applicable		Not Applicable
Sub Total of item B							
C. Information and Communication Technology (ICT) Components							
8 Data Center Servers							
8.1	Finance				Not Applicable		Not Applicable
8.2	Procurement & Inventory				Not Applicable		Not Applicable
8.3	Project Management				Not Applicable		Not Applicable
8.4	Workflow & Document Management				Not Applicable		Not Applicable
8.5	Business Intelligence & Reporting				Not Applicable		Not Applicable
8.6	Human Resource Management				Not Applicable		Not Applicable
8.7	Fleet Management				Not Applicable		Not Applicable
8.8	Asset Management				Not Applicable		Not Applicable
8.9	Maintenance Management				Not Applicable		Not Applicable
8.10	Fuel Management				Not Applicable		Not Applicable
8.11	3rd party systems (if any)				Not Applicable		Not Applicable
8.12	ERP Development				Not Applicable		Not Applicable
8.13	ERP Testing				Not Applicable		Not Applicable
8.14	Training				Not Applicable		Not Applicable
8.15	Disaster Recovery for all above production modules				Not Applicable		Not Applicable
9 Operating Systems							
9.1	Finance				Not Applicable		Not Applicable
9.2	Procurement & Inventory				Not Applicable		Not Applicable
9.3	Project Management				Not Applicable		Not Applicable

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
9.4	Workflow & Document Management				Not Applicable		Not Applicable
9.5	Business Intelligence & Reporting				Not Applicable		Not Applicable
9.6	Human Resource Management				Not Applicable		Not Applicable
9.7	Fleet Management				Not Applicable		Not Applicable
9.8	Asset Management				Not Applicable		Not Applicable
9.9	Maintenance Management				Not Applicable		Not Applicable
9.10	Fuel Management				Not Applicable		Not Applicable
9.11	3 rd party systems (if any)				Not Applicable		Not Applicable
9.12	ERP Development				Not Applicable		Not Applicable
9.13	ERP Testing				Not Applicable		Not Applicable
9.14	Training				Not Applicable		Not Applicable
9.15	Disaster Recovery for all production modules				Not Applicable		Not Applicable
10	Any other equipment						
10.1	Data Storage				Not Applicable		Not Applicable
10.2	Network Related				Not Applicable		Not Applicable
10.3	Security & Protection				Not Applicable		Not Applicable
10.4	Replication				Not Applicable		Not Applicable
10.5	Backup				Not Applicable		Not Applicable
	Sub Total of item C						
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C)							

Notes:

Column 2: All major software, hardware, databases and other major components of the Integrated ERP system. Sub-items under 1 to 10 above are only indicative. Bidder must include pricing for all IT Products proposed in the Technical Proposal as per ITB Clause 14 and may insert new line items under main items (1 to 10) as required.

Column 5: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Column 6: Not Applicable

Column 7: The total of this column will be taken into Grand Summary for the Price Evaluation

Column 8: Not Applicable

Bidder may quote an aggregate price for items under 8 and an aggregate price for items under 9. For all other items it is mandatory to quote prices for each item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for IT Products
to Be Offered from Outside the Purchaser's Country – Phase II**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
A. Software Licenses, Software subscriptions and other Application Software							
1	Software Licenses for Customer Information System (CIS)						
1.1	Billing & Collection				Not Applicable		Not Applicable
1.2	Meter Data Management				Not Applicable		Not Applicable
1.3	Energy Management				Not Applicable		Not Applicable
1.4	Customer Relationship Management				Not Applicable		Not Applicable
1.5	Phase-specific elements of Business Intelligence and Reporting				Not Applicable		Not Applicable
2	Any other application software (3rd Party Systems – If any required to fulfill the Project Scope of Work)						
2.1					Not Applicable		Not Applicable
2.2					Not Applicable		Not Applicable
	Sub Total of item A						
B. Database Licenses, Middleware Licenses, Replication & Backup Licenses and Client Access Licenses for all above modules listed under Phase I							
3	Databases Licenses						
3.1	Production Licenses				Not Applicable		Not Applicable
3.2	Development Licenses				Not Applicable		Not Applicable
3.3	Test Licenses				Not Applicable		Not Applicable
3.4	Training Licenses				Not Applicable		Not Applicable
3.5	Disaster Recovery Licenses				Not Applicable		Not Applicable
3.6	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
3.7	Any Other Licenses (Please specify)				Not Applicable		Not Applicable

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
4	Middleware Licenses						
4.1	Program/ Process Integration				Not Applicable		Not Applicable
4.2	Data Integration				Not Applicable		Not Applicable
4.3	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
4.4	Any Other Licenses (Please specify)				Not Applicable		Not Applicable
5	Replication and Backup Licenses						
5.1	Replication Software (High-Availability, DR, etc.)				Not Applicable		Not Applicable
5.2	Backup Software				Not Applicable		Not Applicable
6	Client Access Licenses						
6.1	CAL – Production				Not Applicable		Not Applicable
6.2	CAL – Development				Not Applicable		Not Applicable
6.3	CAL – Test				Not Applicable		Not Applicable
6.4	CAL - Training				Not Applicable		Not Applicable
6.5	CAL – DR				Not Applicable		Not Applicable
6.6	Purchaser Terminal's O/S Requirement				Not Applicable		Not Applicable
6.7	CAL Third Party Software (.NET Platform, Java, Service Packs, etc.)				Not Applicable		Not Applicable
	Sub Total of item B						
C.	Information and Communication Technology (ICT) Components						
7	Data Center Servers						
7.1	Billing & Collection				Not Applicable		Not Applicable
7.2	Meter Data Management				Not Applicable		Not Applicable
7.3	Energy Management				Not Applicable		Not Applicable
7.4	Customer Relationship Management				Not Applicable		Not Applicable

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
7.5	Phase-specific elements of Business Intelligence and Reporting				Not Applicable		Not Applicable
7.6	3rd party systems (if any)				Not Applicable		Not Applicable
7.7	ERP Development				Not Applicable		Not Applicable
7.8	ERP Testing				Not Applicable		Not Applicable
7.9	Training				Not Applicable		Not Applicable
7.10	Disaster Recovery for all above production modules				Not Applicable		Not Applicable
8	Operating Systems						
8.1	Billing & Collection				Not Applicable		Not Applicable
8.2	Meter Data Management				Not Applicable		Not Applicable
8.3	Energy Management				Not Applicable		Not Applicable
8.4	Customer Relationship Management				Not Applicable		Not Applicable
8.5	Phase-specific elements of Business Intelligence and Reporting				Not Applicable		Not Applicable
8.6	3rd party systems (if any)				Not Applicable		Not Applicable
8.7	ERP Development				Not Applicable		Not Applicable
8.8	ERP Testing				Not Applicable		Not Applicable
8.9	Training				Not Applicable		Not Applicable
8.10	Disaster Recovery for all production modules				Not Applicable		Not Applicable
9	Any other equipment						
9.1	Data Storage				Not Applicable		Not Applicable
9.2	Network Related				Not Applicable		Not Applicable
9.3	Security & Protection				Not Applicable		Not Applicable
9.4	Replication				Not Applicable		Not Applicable

Item	Description	Country of Origin	Quantity AND Unit	Unit Price CIP (Purchaser's Project Sites)	Unit Price FOB	Total Price CIP	Total Price FOB
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
9.5	Backup				Not Applicable		Not Applicable
Sub Total of item C							
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C)							

Notes:

Column 2: All major software, hardware, databases and other major components of the Integrated ERP system. Sub-items under 1 to 9 above are only indicative. Bidder must include pricing for all IT Products proposed in the Technical Proposal as per ITB Clause 14 and may insert new line items under main items (1 to 9) as required.

Columns 5 and 6: Incoterm in accordance with ITB 14
 Currency in accordance with ITB 15

Column 6 and 8: Not Applicable

Column 7: The total of this column will be taken into Grand Summary for the Price Evaluation

Bidder may quote an aggregate price for items under 7 and an aggregate price for items under 8. For all other items it is mandatory to quote prices for each item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for Services
to Be Offered from Within and Outside the Purchaser's Country – Phase I**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
A.	Implementation and Commissioning of Application Systems (ERP, CIS and Any Other Software)						
1	Phase IA - Implementation and Commissioning of Enterprise Resource Planning (ERP) Modules						
1.1	Finance						
1.2	Procurement & Inventory						
1.3	Project Management						
1.4	Workflow & Document Management						
1.5	Human Resource Management						
1.6	Phase-specific elements of Business Intelligence and Reporting						
2	Phase IB - Implementation and Commissioning of Enterprise Resource Planning (ERP) Modules						
2.1	Fleet Management						
2.2	Asset Management						
2.3	Maintenance Management						
2.4	Fuel Management						
2.5	Phase-specific elements of Business Intelligence and Reporting						
3	Any other application software (3rd Party Systems – If any required to fulfill the Project Scope of Work)						
3.1							
3.2							

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item		
				(a)	(b)	(a)	(b)	
				Foreign Currency	Local Currency	Foreign Currency	Local Currency	
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)	
3.3								
	Sub Total of item A							
B.	Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration							
4	Database							
4.1	Production							
4.2	Development							
4.3	Test							
4.4	Training							
4.5	Disaster Recovery							
4.6	Any Other (Please specify)							
4.7	Any Other (Please specify)							
5.	Middleware Implementation (If requires)							
5.1	Development & Integration							
5.2	Any Other (Please specify)							
5.3	Any Other (Please specify)							
6	Replication & Backup Solution Implementation							
6.1	Replication Software Implementation							
6.2	Backup Software Implementation							
7	Data Migration							
7.1	Data Uploading & Validation							
8	Software Implementation Services							

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item		
				(a)	(b)	(a)	(b)	
				Foreign Currency	Local Currency	Foreign Currency	Local Currency	
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)	
8.1	Forms & Reports							
8.2	Interfaces							
8.3	Enhancements (Additional Features)							
8.4	Others							
	Sub Total of item B							
C.	Training and Capacity Building							
9	Enterprise Resource Planning (ERP)							
9.1	Functional							
9.2	Technical							
9.3	End-user							
10	Customer Information Systems							
10.1	Functional							
10.2	Technical							
10.3	End-user							
11	Common Training Requirements							
11.1	Hardware Training							
11.2	System Software & Database Administration Training							
	Sub Total of item C							
D.	Other Administrative Expenses							
12	2500 square feet comfortable office space with 20 workstations and 03 management cubicle for CEB project staff. (Location preference: within Colombo city limits, prefer Colombo 02, 03, 04, 05, 06, 07 areas.		(For 24 months)					
13	Two (02) project allocated vehicles for purchaser's staff with drivers for 24 months. (Project Phase I duration).		(For 24 months)					
	Sub Total of item D							

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C + Sub Total of item D)							

Notes:

Column 2: List all major software, hardware, databases and other major components of the Integrated ERP system

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

It is mandatory to quote prices for required items separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for Services
to Be Offered from Within and Outside the Purchaser's Country – Phase II**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
A.	Implementation and Commissioning of Application Systems (ERP, CIS and Any Other Software)						
1	Implementation and Commissioning of Customer Information System (CIS)						
1.1	Billing & Collection						
1.2	Meter Data Management						
1.3	Energy Management						
1.4	Customer Relationship Management						
1.5	Phase-specific elements of Business Intelligence and Reporting						
3	Any other application software (3rd Party Systems – If any required to fulfill the Project Scope of Work)						
3.1							
3.2							
3.3							
	Sub Total of item A						
B.	Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration						
4	Database						
4.1	Production						
4.2	Development						
4.3	Test						
4.4	Training						
4.5	Disaster Recovery						
4.6	Any Other (Please specify)						

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
4.7	Any Other (Please specify)						
5	Middleware Implementation (If requires)						
5.1	Development & Integration						
5.2	Any Other (Please specify)						
5.3	Any Other (Please specify)						
6	Replication & Backup Solution Implementation						
6.1	Replication Software Implementation						
6.2	Backup Software Implementation						
7	Data Migration						
7.1	Data Uploading & Validation						
8	Software Implementation Services						
8.1	Forms & Reports						
8.2	Interfaces						
8.3	Enhancements (Additional Features)						
8.4	Others						
	Sub Total of item B						
C.	Training and Capacity Building						
9	Enterprise Resource Planning (ERP)						
9.1	Functional						
9.2	Technical						
9.3	End-user						
10	Customer Information Systems						
10.1	Functional						
10.2	Technical						
10.3	End-user						

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
11	Common Training Requirements						
11.1	Hardware Training						
11.2	System Software & Database Administration Training						
	Sub Total of item C						
D.	Other Administrative Expenses						
12	2500 square feet comfortable office space with 20 workstations and 03 management cubicle for CEB project staff. (Location preference: within Colombo city limits, prefer Colombo 02, 03, 04, 05, 06, 07 areas.		(For 12 months)				
13	Two (02) project allocated vehicles for purchaser's staff with drivers for 12 months. (Project Phase II duration).		(For 12 months)				
	Sub Total of item D						
Total Price (Sub Total of item A + Sub Total of item B + Sub Total of item C + Sub Total of item D)							

Notes:

Column 2: All major software, hardware, databases and other major components of the Integrated ERP system

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

It is mandatory to quote prices for required items separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Price Schedule for Recurrent Costs – Phase I

Item	Recurrent Item	Maximum all-inclusive Costs											
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices		
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency	Foreign Currency
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
A. License Maintenance Contract (LMC)													
1	Application Software Services & Support	DL											
2	Database Services & Support	DL											
3	Middleware Services & Support	DL											
4	Operating Systems	DL											
5	Replication/ Backup Services & Support	DL											
Sub Total of item A													
B. Application Maintenance Contract (AMC)													
6 Phase IA - Enterprise Resource Planning (ERP) Modules													
6.1	Finance	DL											
6.2	Procurement & Inventory	DL											
6.3	Project Management	DL											
6.4	Workflow & Document Management	DL											
6.5	Human Resource Management	DL											
6.6	Phase-specific elements of Business Intelligence and Reporting	DL											

Item	Recurrent Item	Maximum all-inclusive Costs											
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices		
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency	Foreign Currency
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
7	Phase IB - Enterprise Resource Planning (ERP) Modules												
7.1	Fleet Management	DL											
7.2	Asset Management	DL											
7.3	Maintenance Management	DL											
7.4	Fuel Management	DL											
7.5	Phase-specific elements of Business Intelligence and Reporting	DL											
8	Any other application software (3rd Party Systems – If any required to fulfil the Project Scope of Work)												
8.1													
8.2													
9	Database												
9.1	All Production Databases	DL											
9.2	All Disaster Recovery Databases	DL											
10	Middleware												
10.1	Process Integration	DL											
10.2	Data Integration	DL											
11	Replication & Recovery (Backup)												
11.1	Replication Software (High-Availability, DR, etc.)	DL											
11.2	Recovery Software	DL											

Item	Recurrent Item	Maximum all-inclusive Costs											
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices		
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency	Foreign Currency
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
12	Client Access Licenses (CAL)												
12.1	All CAL machines	DL											
12.2	Purchaser Terminal's O/S Requirement	DL											
12.3	CAL Third Party Software (.NET Platform, JAVA Service Packs etc.)	DL											
	Sub Total of item B												
C.	Annual Maintenance Support (AMS)												
13	Servers												
13.1	Finance	DL		W		W							
13.2	Procurement & Inventory	DL		W		W							
13.3	Project Management	DL		W		W							
13.4	Workflow & Document Management	DL		W		W							
13.5	Business Intelligence & Reporting	DL		W		W							
13.6	Human Resource Management	DL		W		W							
13.7	Fleet Management	DL		W		W							
13.8	Asset Management	DL		W		W							
13.9	Maintenance Management	DL		W		W							

Item	Recurrent Item	Maximum all-inclusive Costs											
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices		
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency	Foreign Currency
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
13.10	Fuel Management	DL	W		W								
13.11	3 rd party systems (if any)	DL	W		W								
13.12	ERP Development	DL	W		W								
13.13	ERP Testing	DL	W		W								
13.14	Training	DL	W		W								
13.15	Disaster Recovery for all above production modules	DL	W		W								
14	Other Hardware equipment related to Phase I implementation												
14.1	Data Storage	DL	W		W								
14.2	Network Related	DL	W		W								
14.3	Security & Protection	DL	W		W								
14.4	Replication	DL	W		W								
14.5	Backup	DL	W		W								
	Sub Total of item C												
Total Price (Sub Total of item A+ Sub Total of item B + Sub Total of item C) : Cumulative Recurrent Cost - Phase I													

*** Only applicable for Annual Maintenance Services (AMS)**

Note:

The **Cumulative Recurrent Cost - Phase I** as per the Price Schedule for Recurrent Costs for Phase I, will be added to the Total Bid Price given in Grand Summary to calculate the Evaluated Bid Price (C), in the formula indicated under the paragraph 3.2 of the Evaluation and Qualifications Criteria, Section 3.

Maintenance contracts (AMC, AMS and LMC) for Phase I will be executed immediately after issuing the Final Acceptance Certificate of each module of Phase I, under separate contracts for the prices quoted in this Price Schedule for Recurrent Costs - Phase I.

It is mandatory to quote prices for each required item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Price Schedule for Recurrent Costs – Phase II

Item	Recurrent Item	Maximum all-inclusive Costs										Total Prices	
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Local Currency		
			Year 1	Year 2		Year 3		Year 4		Year 5			
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency		Foreign Currency	
A.	License Maintenance Contract (LMC)												
1	Application Software Services & Support	DL											
2	Database Services & Support	DL											
3	Middleware Services & Support	DL											
4	Operating Systems	DL											
5	Replication/ Backup Services & Support	DL											
	Sub Total of item A												
B.	Application Maintenance Contract (AMC)												
6	Enterprise Resource Planning (ERP) Modules												
6.1	Billing & Collection	DL											
6.2	Meter Data Management	DL											
6.3	Energy Management	DL											
6.4	Customer Relationship Management	DL											
6.5	Phase-specific elements of Business Intelligence and Reporting	DL											

Item	Recurrent Item	Maximum all-inclusive Costs										
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices	
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency
	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
7	Any other application software (3rd Party Systems – If any required to fulfil the Project Scope of Work)											
7.1												
7.2												
8	Database											
8.1	All Production Databases	DL										
8.2	All Disaster Recovery Databases	DL										
9	Middleware											
9.1	Process Integration	DL										
9.2	Data Integration	DL										
10	Replication & Recovery (Backup)											
10.1	Replication Software (High-Availability, DR, etc.)	DL										
10.2	Recovery Software	DL										
11	Client Access Licenses (CAL)											
11.1	All machines CAL	DL										
11.2	Purchaser Terminal's O/S Requirement	DL										
11.3	CAL Third Party Software (.NET Platform, JAVA Service Packs etc.)	DL										
	Sub Total of item B											
C.	Annual Maintenance Support (AMS)											

Item	Recurrent Item	Maximum all-inclusive Costs											
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices		
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency	Foreign Currency
				Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
12	Servers												
12.1	Billing & Collection	DL	W	W									
12.2	Meter Data Management	DL	W	W									
12.3	Energy Management	DL	W	W									
12.4	Customer Relationship Management	DL	W	W									
12.5	Phase-specific elements of Business Intelligence and Reporting	DL	W	W									
12.6	3 rd party systems (if any)	DL	W	W									
12.7	ERP Development	DL	W	W									
12.8	ERP Testing	DL	W	W									
12.9	Training	DL	W	W									
12.10	Disaster Recovery for all above production modules	DL	W	W									
13	Other Hardware equipment related to Phase II implementation												
13.1	Data Storage	DL	W	W									
13.2	Network Related	DL	W	W									
13.3	Security & Protection	DL	W	W									
13.4	Replication	DL	W	W									
13.5	Backup	DL	W	W									
	Sub Total of item C												

Item	Recurrent Item	Maximum all-inclusive Costs										
		Defect Liability (DL)	Service Period Warranty Period (W)*				Service Period Post-Warranty*				Total Prices	
			Year 1	Year 2		Year 3		Year 4		Year 5		Local Currency
	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
Total Price (Sub Total of item A + Sub Total of item B+ Sub Total of item C): Cumulative Recurrent Cost – Phase II												

*** Only applicable for Annual Maintenance Services (AMS)**

Note:

The **Cumulative Recurrent Cost - Phase II** as per the Price Schedule for Recurrent Costs for Phase II, will be added to the Total Bid Price given in Grand Summary to calculate the Evaluated Bid Price (C), in the formula indicated under the paragraph 3.2 of the Evaluation and Qualifications Criteria, Section 3.

Maintenance contracts (AMC, AMS and LMC) for Phase II will be executed immediately after Final Acceptance of each module of Phase II, under separate contracts for the prices quoted in this Price Schedule for Recurrent Costs - Phase II.

It is mandatory to quote prices for each required item separately.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Grand Summary

Price Component	Total Price	
	Local Currency	Foreign Currency
Price Components related to Phase I		
Total Price of Price Schedule for IT Products to Be Offered from Within the Purchaser’s Country - Phase I		
Total Price of Price Schedule for IT Products to Be Offered from Outside the Purchaser’s Country - Phase I		
Total Price of Price Schedule for Services to Be Offered from Within and Outside the Purchaser’s Country -Phase I		
Sub Total of Phase I Prices		
Price Components related to Phase II		
Total Price of Price Schedule for IT Products to Be Offered from Within the Purchaser’s Country -Phase II		
Total Price of Price Schedule for IT Products to Be Offered from Outside the Purchaser’s Country - Phase II		
Total Price of Price Schedule for Services to Be Offered from Outside and Within the Purchaser’s Country -Phase II		
Sub Total of Phase II Prices		
Total Bid Price (Sub Total of Phase I Prices + Sub Total of Phase II Prices) (to be carried forward to the Letter of Price Bid)		

*Note: The **Cumulative Recurrent Cost - Phase I** and **Cumulative Recurrent Cost - Phase II** as per the Price Schedules for Recurrent Costs for Phase I and Phase II, will be added to the Total Bid Price given in Grand Summary to calculate the Evaluated Bid Price (C), in the formula indicated under the paragraph 3.2 of the Evaluation and Qualifications Criteria, Section 3.

Maintenance contracts (AMC, AMS and LMC) for each phase will be executed immediately after issuing of Final Acceptance Certificate of each Phase, under separate contracts for the prices quoted in the Price Schedules for Recurrent costs for Phase I and Phase II.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form P1 - Project Rate Card

Bidders are requested to submit per-day rates of the following resource/s which will be considered for any Change Order, which may be issued by the Purchaser during the project implementation period.

If the Purchaser is of the opinion, that there is no applicable rate/s available under the Contract and in such instances the rates offered under this “Project Rate Card” shall be considered for calculation of Contract Variations and be included as “Authorized-price for the Change” in the Change Order Form (Form C7) in Section 9.

It is expected that the Bidder shall provide sufficient details for the Project Rate Card, as per his cost for the project for a period of 5 years. (Inclusive of warranty and Annual Support and Maintenance Charges).

These rates will not be considered for the combined evaluation of the Bids. The rates shall be in line with the prices quoted in the Price Schedules for Services to be Offered from Within and Outside the Purchaser’s country – Phase I and Phase II and Price Schedules for Recurrent Costs – Phase I and Phase II. These rates are applicable only for any additional work and changes to the scope outside the initial Contract between Purchaser and the Supplier.

These rates will be negotiated prior to signing of the Contract. with the successful Bidder.

Table B9

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Commercial Forms

Form B1 - Bid Security

Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*¹

Beneficiary: *[General Manager, Ceylon Electricity Board, Sri Lanka]*

Date: *[insert date]*

Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* *[insert amount in figures]* 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 by the Bidder in the Letter of Technical Bid; 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 Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of 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 of the name of the successful Bidder, or (ii) *[insert number of days consistent with ITB 21.3]* days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or ICC Publication No. 758 as applicable).

[Authorized signature(s) and bank's seal (where appropriate)]

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Form B2 - Manufacturer's Authorization

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

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

To: *[insert complete name of the Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

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

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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 Bid Data Sheet (BDS).

Form Q1 - Bidder's Information Sheet

Each Bidder must fill out this form in accordance with Criteria 2.1.1 and 2.1.4 of Section 3 (Evaluation and Qualification Criteria) and ITB Clause 19.3, to describe Bidder's Information.

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Does the Bidder conduct business within the Purchasers country at present ?	Yes/ No
If Yes, Address, telephone number(s), fax number(s) and e-mail address of local office.	
If Yes, Nature of businesses conducted (consultancy , maintenance, repair, and spare parts stocking etc) within Purchasers country and facilities available (office, workshops, retail shops etc)	

<p>Bidder's authorized representative</p> <p>(name, address, telephone number(s), fax number(s) and e-mail address)</p>	
<p>Attached are copies of the following documents:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 <input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 <input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 <input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 	

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q2 - Joint Venture Information Sheet

Each Bidder must fill out this form in accordance with Criteria 2.1.1 and 2.1.4 of Section 3 (Evaluation and Qualification Criteria) and ITB Clause 19.3, to describe JV Partners' Information.

One form for each partner of the Joint Venture shall be filled.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Does the Joint Venture Partner conduct business within the Purchasers country ?	Yes/ No
If Yes, Address, telephone number(s), fax number(s) and e-mail address of local office.	
If Yes, Nature of businesses conducted (consultancy , maintenance, repair, and spare parts stocking etc) within Purchasers country and facilities available (office, workshops, retail shops etc)	

**Joint Venture Partner's
authorized representative
information**(name, address, telephone
number(s), fax number(s) and
e-mail address)**Attached are copies of the following documents:**

- 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2
- 2. Authorization to represent the firm named above, in accordance with ITB 22.2
- 3. In the case of a government-owned enterprise, in accordance with ITB 4.5

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q3 - Historical Contract Nonperformance

Bidder or each partner of a Joint Venture must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No nonperforming contracts.</p> <p><input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>
Table 2: Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			

Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter of Dispute: <i>[indicate full description of dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Contractor"]</i> Status: <i>[indicate status of dispute]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q4 - Contractual Experience

Bidder or each Partner of a Joint Venture must fill out this form in accordance with Criteria 2.3.1 of Section 3 (Evaluation and Qualification Criteria) to describe Contractual Experience. Further the details filled in Form Q4 will be evaluated as per the Clause 1.4.1 of Section 3 (Evaluation and Qualification Criteria).

Fill out one (1) form per contract.

Contractual Experience		
Name of Bidder or partner of a Joint Venture		
Contract No of	Contract Identification	
Name of contract & the scope in detail		
Country		
Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued		
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).		

Contract was completed for USD _____ equivalent under/over original contract amount (if over, provide explanation).
Special contractual/technical requirements:
Indicate the approximate percent of total contract value (USD amount) of Information System undertaken by the subcontract, if any, and the nature of such Information System.
Name of solutions implemented
Modules Implemented
No. of branches
No. of services (for sector Purchasers)
No. of products (for sector Purchasers)
Overall Relationship with Purchaser *
OS/Database platforms
Sector (Tick in the relevant box) <input type="checkbox"/> Government Electric Utility <input type="checkbox"/> Private Electric Utility <input type="checkbox"/> Others
If the Purchaser is Electric Utility, <ul style="list-style-type: none"> • Areas of operation covered - <input type="checkbox"/> Generation <input type="checkbox"/> Transmission <input type="checkbox"/> Distribution • Number of users for each areas covered; Generation: _____ Transmission: _____ Distribution: _____ • Customer Information Systems including Billing & Collection Solution implemented? <input type="checkbox"/> Yes <input type="checkbox"/> No • Number of customers: _____
Provide relevant Purchaser references for this contract

Name _____

In the capacity of _____

Signed _____

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

Date _____

Note: Bidder shall list contracts of previous ERP Implementations of similar complexity, and requiring similar information technology and methodologies to the contract for which this Bidding Document is issued. Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into USD, at the date of substantial completion, or for ongoing contracts at the time of award.

Bidder shall submit with its Technical Bid, documentary evidence (issued/ certified by the relevant purchaser), to establish the Bidder's previous contractual experience.

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

Form Q5 - Technical Experience

Bidder or each Partner of a Joint Venture must fill out this form in accordance with Criteria 2.3.2 of Section 3 (Evaluation and Qualification Criteria) to describe Technical Experience.

Fill out one (1) form per product proposed under the Bid.

(Strike through not applicable options eg. Yes / ~~No~~)

Technical Experience	
Name of Product	
Version/ Model/ Series No. (as applicable)	
Manufacturer / Principle :	Address and Nationality:
Is the Manufacturer/ Principal in operation for minimum five years ?	Yes/ No
Requirements in Accordance with Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least five (5) years.	
(ii) The proposed model/ version/ series of Product (or equipment) has been implemented in a minimum of three (3) projects of substantially similar complexity over the last three (3) years; ** (The relevant Project details shall to be provided)	

<p>(iii) The proposed Version/ Model/ Series (as applicable) of product is a Commercially Off The Shelf (COTS) product with proper version/release controlling and not a customer specific Bespoke development ?</p>	<p>Yes / No</p>
<p>(iv) Product has been in operation for a minimum of five (5) years. ** (The details have to be provided)</p>	

Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Bidder shall submit with its Technical Bid, documentary evidence (issued/ certified by the relevant manufacturer), to establish the Bidder’s previous technical experience.

*** for (ii) and (iv) Bidder may provide details projects done by Bidder/ JV partners / Product Principal/ etc, supported by relevant documents (eg. Project Completion Certificates etc)*

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q6 - Production Capacity

Bidder or each Partner of a Joint Venture must fill out this form in accordance with Criteria 2.3.3 of Section 3 (Evaluation and Qualification Criteria) to describe Production Capacity.

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

The Purchaser reserves the right to verify authenticity of Bidder submissions.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q7 - Current Commitments/ Work in Progress

Bidder and each Partner of a Joint Venture must fill out this form in accordance with Criteria 2.4.3 of Section 3 (Evaluation and Qualification Criteria) to describe Current Commitments/ Work in Progress.

Bidders and each partner to a Joint Venture of the Bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Considering the effective agreements between the Bidder and the Bidder’s client, the Bidder may submit anonymous information about current commitments. However during the evaluation process the Bidder shall arrange required verification with their client through proper channel.

Name of Contracts	Purchaser, contact address/tel./fax	Value of outstanding Information System (USD)	Estimated completion date	Average monthly invoicing over last six months (USD)
1.				
2.				
3.				
4.				
5.				

Note : Bidder shall submit with its Technical Bid, documentary evidence (issued/ certified by the relevant purchaser), to establish the Bidder’s current contractual commitments.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q8 – Personnel Summary

The Personnel Summary included under Form Q8 by the Bidder shall be evaluated as per the Clause 1.4.2 of Evaluation and Qualification criteria, Section 3.

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements stated in Clause 21 under paragraph 2, “List of Information Technology Tasks related to the Project” of Section 6. The data on their experience should be provided using Form Q9 for each candidate.

1.	Title of position*
	Name
	Nationality
2.	Title of position*
	Name
	Nationality
3.	Title of position*
	Name
	Nationality
4.	Title of position*
	Name
	Nationality

Bidders Declaration :

(i) The total number of resource personnel proposed for the Project	
(ii) The number of personnel proposed for key positions of the Project (Key positions as mentioned under Section 6, 2. List of Information Technology Tasks related to the Project, Clause 21.1)	
(iii) The number of citizens of the Purchasers country, proposed for key positions of the Project (Key positions as mentioned under Section 6, 2. List of Information Technology Tasks related to the Project, Clause 21.2)	
(iv) % of number of citizens of the Purchasers country, proposed for key positions of the Project from the total number of personnel proposed for key positions of the Project (%) (This shall comply with Section 6, 2. List of Information Technology Tasks related to the Project, Clause 21.2)	

*As listed in Section 6.

Note : Bidder shall submit with its Technical Bid, documentary evidence, to establish the experience, educational qualifications etc. of proposed personnel.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q9 – Personnel Information

The Bidder shall herein provide details of proposed project team, to meet the requirements stated in Clause 21 under paragraph 2, “List of Information Technology Tasks related to the Project” of Section 6.

The Personnel Information included under Form Q9 by the Bidder shall be evaluated as per the Clause 1.4.2 of Evaluation and Qualification criteria, Section 3.

Resume of Proposed Personnel

Name of Bidder		
Position		
Personal Information	Name	Date of birth
	Education Qualifications	
	Professional Qualifications	
	Certifications	
Present Employment	Name of Employer	
	Address of Employer	
	Job Responsibilities	
	Telephone	Contact(Manager/ Personnel Officer)
	Fax	E-mail
	Job Title	No of Years

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Note : CVs should be signed by the proposed professional staff and the authorized representative submitting the Bid.

Bidder shall submit with its Technical Bid, documentary evidence, to establish the experience, educational qualifications etc. of proposed personnel.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

Date: _____
Day/Month/Year

Full name of staff member: _____

Signature of staff member

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q10 - Customer Reference

The Customer Reference included under Form Q10 by the Bidder shall be evaluated as per the Clause 1.4.1 of Evaluation and Qualification criteria, Section 3.

Sr. No	Customer Information	Bidders/ Customers Response
1	Company Name	
2	Business Address	
3	Type of organization (Proprietary, Partnership, Private, Public, Public quoted etc.)	
4	Date of incorporation	
5	Business Registration Number	
6	Overseas Offices & Sri Lankan Offices if any	
7	No. of Years in business of parent/holding company (if applicable)	
8	No. of Years in business and similar operations	
9	Name of CEO	
10	Members of the Board of Directors	
11	Location of Registered/Corporate office	
12	Support Centre Details (e.g. Location, Key contact person etc.)	
13	Affiliates/Associated Businesses	
14	Level of Accreditation (e.g. CMMi Level 3 etc.)	
15	Nationality	
16	Audited financial accounts of the company/ subsidiary for the last three years	
17	Total revenue in 2019 (USD) financial year	
18	Total revenue in 2018 (USD) financial year	
19	Total revenue in 2017 (USD) financial year	
20	Application /System implemented by the Bidder	

21	Date of Implementation by the Bidder	
22	Name and Number of Modules Implemented by the Bidder	
23	Experience with the Bidder	
24	Whether the Bidder completed the project on schedule	
25	Any other remarks about the Bidder	

Note : Bidder shall submit with its Technical Bid, documentary evidence (issued/ certified by the relevant customer), to establish the previous/ current relationship with customer.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q11 - Subcontractor Details

The Bidder shall provide the details of proposed Subcontractors as per Form Q11 pursuant to ITB 18.4.

Subcontractor Information	
Bidder's name	
Subcontractor's legal name	
Subcontractor's country of constitution	
Subcontractor's year of constitution	
Subcontractor's legal address in country of constitution	
Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. (Tick in the box if submitted)	<input type="checkbox"/> Articles of incorporation or constitution of the legal entity name <input type="checkbox"/> Authorization to represent the firm name <input type="checkbox"/> Details of the role of Subcontractor <input type="checkbox"/> Details of Company Profile of Subcontractor

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q12 – Local Agent Details

The Bidder shall provide the details of proposed Local Agent/s as per Form Q12 pursuant to ITB 19.3.

Local Agent Information	
Bidder's name	
Local Agent's legal name	
Local Agent's year of constitution	
Local Agent's legal address of constitution in the Purchaser's Country	
Local Agent's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. (Tick in the box if submitted)	<input type="checkbox"/> Articles of incorporation or constitution of the legal entity name <input type="checkbox"/> Authorization to represent the firm name <input type="checkbox"/> Details of the role of Local Agent <input type="checkbox"/> Details of Company Profile of Local Agent

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q13 - Historical Financial Performance

Bidder must fill out this form in accordance with Criteria 2.4.1 of Section 3 (Evaluation and Qualification Criteria) to describe Historical Financial Performance.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner’s FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q14 - Size of Operation (Average Annual Turnover)

Bidder must fill out this form in accordance with Criteria 2.4.2 of Section 3 (Evaluation and Qualification Criteria) to describe Size of Operation (Average Annual Turnover).

A separate form for each partner of a Joint Venture shall be provided.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, related to application software solution implementation activity (similar to organizational Enterprise Resource Planning Systems, converted to US dollars at the rate of exchange at the end of the period reported).

If the above information is not separately identified in the audited financial statements, the Bidder shall provide these details separately certified by an auditor.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Annual Turnover Data for the Last _____ Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

Name _____

In the capacity of _____

Signed _____

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

Date _____

Form Q15 - Cash Flow Capacity

Bidder must fill out this form in accordance with Criteria 2.4.3 of Section 3 (Evaluation and Qualification Criteria) to describe Cash Flow Capacity.

Name of Bidder or partner of a Joint Venture
--

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

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

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

Summarize actual assets and liabilities in USD for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in USD equivalent to the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

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

Specify proposed sources of financing, such as working capital, liquid assets*, unencumbered real assets, lines of credit and other financial resources (other than any contractual advance payments), net of current commitments available to meet the cash flow requirements indicated under Criterion 2.4.3 of Section 3 (Evaluation and Qualification Criteria).

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

*Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

End of Section 4

Section 5: Eligible Countries

This section contains the list of eligible countries

Afghanistan	Samoa
Armenia	Singapore
Australia	Solomon Islands
Azerbaijan	Sri Lanka
Bangladesh	Taipei, China
Bhutan	Tajikistan
Brunei Darussalam	Thailand
Cambodia	Timor-Leste
China, People’s Republic of	Tonga
Cook Islands	Turkmenistan
Fiji	Tuvalu
Georgia	Uzbekistan
Hong Kong, China	Vanuatu
India	Viet Nam
Indonesia	Austria
Japan	Belgium
Kazakhstan	Canada
Kiribati	Denmark
Korea, Republic of	Finland
Kyrgyz Republic	France
Lao People’s Democratic Republic	Germany
Malaysia	Ireland
Maldives	Italy
Marshall Islands	Luxembourg
Micronesia, Federated States of	The Netherlands
Mongolia	Norway
Myanmar	Portugal
Nauru	Spain
Nepal	Sweden
New Zealand	Switzerland
Pakistan	Turkey
Palau	United Kingdom
Papua New Guinea	United States
Philippines	

End of Section 5

PART II – SUPPLY REQUIREMENTS

Section 6: Schedule of Requirements

Contents

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1. Scope of work

The Scope of Work includes Supply, Delivery, Installation, Customization, Data-Migration, Integration, Implementation and Maintenance of Integrated Enterprise Resource Planning System for Ceylon Electricity Board.

The Purchaser has already completed and documented the AS-IS Documents of all Branches of the Purchaser (71 numbers of documents consisting about 12,500 pages) and the TO-BE Documents after completing an extensive Business Process Re-engineering process. The above referred documents will be made available to the Successful Bidder free of charge.

Therefore the Scope of Work includes, but is not limited to:

- i. Detailing of functionalities listed in this Bidding Document, understanding of Purchaser's Business Processes, design and development of implementation plan covering all the functions and supply of ERP & CIS systems.
- ii. Development of interfaces/ integration with ERP & CIS functional modules and existing systems (if required) etc.
- iii. Supply and installation of ERP licenses and annual software license support
- iv. Supply and installation of Hardware and related operating systems, RDBMS, license programs and software tools.
- v. ERP system implementation, Project Management, Core Team & Technical Training, Technical Support, Hand-holding & Stabilization Support, Help Desk etc.
- vi. User Acceptance Testing, End user training, final preparation, cut-over to the ERP and CIS Solutions
- vii. Post "Go Live" support, documentation, recommendation for technical infrastructure and monitoring.
- viii. Application Maintenance Contract (AMC) of the Application Systems implemented for four years after the expiry of first year Stabilization support.
- ix. Annual Maintenance Support (AMS) for system software, hardware for two years after expiry of Three years warranty.
- x. Annual License Maintenance Contract (LMC) for Software Subscription for four years after the expiry of first year Stabilization support.

The Supplier will be required to ensure designing, configuring, testing and implementing all the functionalities/processes/modules that are required to be implemented. The scope of work also includes program management, change management, process improvement, solution assurance services, training and other services as detailed in this document. Supplier is required to critically review the purpose of implementation and system continuation. Also ensure the meeting of non-functional requirements specified in this document and all other essential services (not mentioned specifically) for achieving the objective within the time frame for successful implementation.

1.1 Introduction to Ceylon Electricity Board

The Ceylon Electricity Board (CEB) is a body corporate established by the Act No. 17 of 1969. It is empowered to generate electrical energy, transmit it and distribute same to all categories of consumers, to collect revenue as per the tariff approved by the Public Utility Commission of Sri Lanka (PUCSL) and to perform its functions as provided under its Act and in accordance with the licenses issued by the PUCSL. As the Regulator of the industry the PUCSL has issued six licences to CEB, one licence for Generation, one licence for Transmission and four licenses for four Distribution Divisions. Along with these licensee Divisions CEB has four other Divisions namely Assets Management, Projects, Corporate Strategy and Finance. Except Finance all other Divisions are headed by an Additional General Manager and the Finance Division is headed by the Finance Manager.

CEB Vision

Enrich Life through Power

CEB Mission

To develop and maintain an efficient, coordinated and economical system of electricity supply to the whole of Sri Lanka, while adhering to our core values:

CEB Core Values

- *Quality*
- *Service to the nation*
- *Efficiency and effectiveness*
- *Commitment*
- *Safety*
- *Professionalism*
- *Sustainability*

Strategies / Strategic Themes

CEB has a set of '*Strategic Themes*' or '*Strategies*' (also referred to as '*Long term objectives*') formulated in order to realize the organizations long term Vision and Mission.

They are given below:

- To provide electricity to every Sri Lankan citizen;
- To improve the quality of supply and service to customers
- To maintain a strong network with external stakeholders

During 2013, the CEB revisited and reorganized the above three organizational Strategies and introduced the following three Strategies additionally to serve the future needs of the nation in a more effective way and to be on par with the rest of the corporate world.

- To become a low cost electricity supplier
- To optimize absorption of green electricity to the network and
- To establish an efficient facilitation system

The above three along with the other three strategies, now form the six Strategic Themes of the CEB.

Generation Division

The Generation Division is responsible for the operation and maintenance of all power plants owned by CEB. Its assets consists of 17 large hydro power plants with a total installed capacity of 1,384 MW, 10 large oil-fired thermal power plants with a total installed capacity of 654 MW, one coal-fired power plant with an installed capacity of 900 MW and one 31 MW wind power plant. The total installed Capacity of CEB owned power plants by the end of 2020 was 2,968 MW.

The Division is managed by an Additional General Manager and around thirteen Deputy General Managers, A Power Plant Manager for Lakvijaya Power Plant, an Additional Finance Manager and their supporting staff. It has nine Branches and five Generation Complexes coming under its purview viz: Mahaweli Complex, Laxapana Complex, Thermal Complex, Samanala Complex and Lakvijaya Power Plant (Coal).

Power Generation

Generation details of CEB and Private Power Producers during this period as given below

Description	Installed Capacity (MW)			
	2017	2018	2019	2020
CEB Total	2,898	2,903	2,953	2,968
Hydro	1,391	1,399	1,399	1,383
Thermal (Oil)	604	604	654	654
Thermal (Coal)	900	900	900	900
Other Renewable Energy (ORE) -Wind	3	-	-	31
PPP Total	1,189	1,143	1,264	1,293
ORE -Mini Hydro	354	394	410	410
Thermal	629	533	628	614
ORE – Wind	128	128	128	148
ORE – Other	77	88	97	125
Total	4,087	4,046	4,217	4,265

Transmission Division

Transmission Division plans, develops, operates and maintains all transmission assets of the CEB while providing relevant services to the other Divisions of the CEB.

The Transmission Division operates 220kV and 132kV grids, embracing all power stations and dispatches all electricity supplied to the grid through its System Control Center. The System Control Center plans and carries out the operation of generation and transmission system in order to achieve reliability, quality and operational economy. Archiving the generation and transmission data and the preparation of regular management information is also carried out by the Division

The operational objectives of the Division are

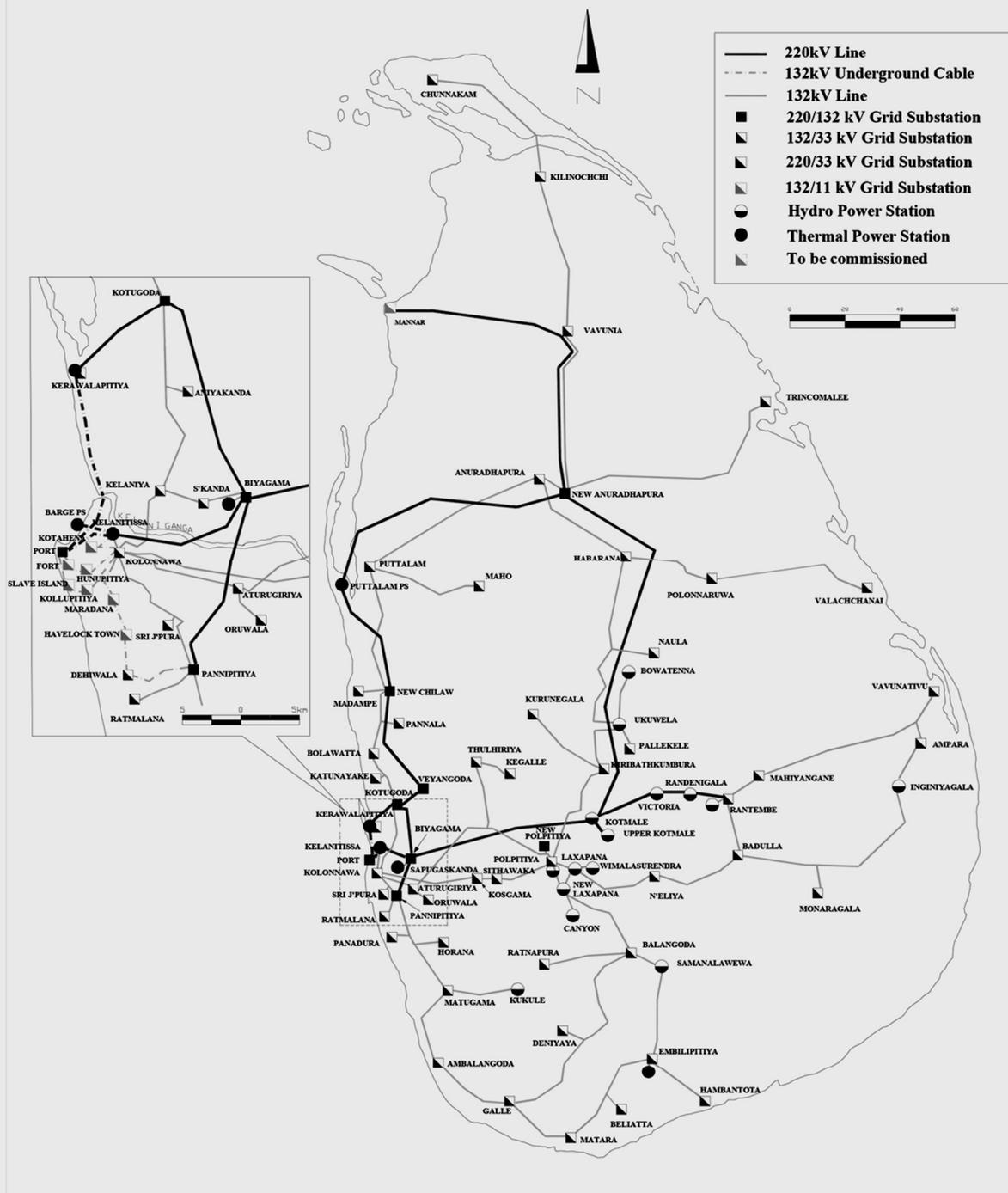
- Develop and maintain an efficient, coordinated, reliable and economical transmission system.
- Procure and sell electricity in bulk to distribution licensees so as to ensure a secure, reliable and economical supply of electricity to consumers.
- Ensure that there is sufficient capacity from generation plants to meet the forecasted demand for electricity.
- Maintain transmission voltage variations within $\pm 10\%$ for 132 kV & 220 kV and frequency within $\pm 1\%$ of 50 Hz of the system.

This Division provides reliable and good quality electricity in bulk through effective and efficient planning, development and operation of the transmission network. It maintained a productive partnership with its employees who are both skilled and motivated. The Division used appropriate technology for the socio-economic development of Sri Lanka during the year while meeting acceptable environmental standards and earning a satisfactory rate of return.

Transmission lines and Grid Substations as at 31/12/2020 are as given below.

Description	Units	2019	2020
220 kV Route Length Over Head	km	726	726
132kV Route Length Over Head	km	2,287	2,287
132kV Route Length Under Ground	km	55	55
Grid Sub Stations (132/33kV)	No	56	56
Grid Sub Stations (220/132/33kV)	No	4	4
Grid Sub Stations (220/132kV)	No	5	5
Grid Sub Stations (220/33kV)	No	2	2
Grid Sub Stations (132/11kV)	No	8	8

The Map of Sri Lanka Transmission System in Year 2019



Distribution Divisions

The CEB is responsible for about 88% of the electricity distribution in the country and the balance is distributed by Lanka Electricity Company Limited (LECO), a subsidiary of the CEB. The distribution system of the CEB comes under four Divisions. The main objective of forming the four Divisions was to achieve benchmark competition that can improve the efficiency and the quality of supply to the customers. The distribution network consists of 33 kV and 11 kV medium voltage (MV) lines and 400 V low voltage (LV) lines.

Each Distribution Division is headed by an Additional General Manager who reports directly to the General Manager. The Provinces that come under each Division are given below.

- Division 1 (DD1): Colombo City, North Western Province, North Central Province and Northern Province.
- Division 2 (DD2): Western Province North, Central Province 1, Central Province 2 and Eastern Province
- Division 3 (DD3): Western Province South II, Uva Province and Sabaragamuwa Province
- Division 4 (DD4): Western Province South I, Southern Province 1 and Southern Province 2

Key Objectives of a Distribution Division

1. Provision of reliable electricity supply to the consumers within the Division at statutory levels
2. Sale of electricity and achieving planned revenue to meet the expenditure.
3. Provision of electricity to all.
4. Provision of all services related to electricity supply for the maximum satisfaction of the stakeholders.
5. Ensuring the development of electricity distribution system to achieve the required level of distribution network reliability to be on par with international standards while minimizing system losses.

Operational Structure of Distribution Divisions

The Distribution Divisions are divided into provinces and each Province is headed by a Deputy General Manager. The Province is sub-divided into several Areas, which are managed by Area Electrical Engineers. The Area is further subdivided into several Consumer Service Centers (CSC) headed by an Electrical Superintendent.

In addition to the Provincial Deputy General Managers, there are three Deputy General Managers to manage Projects and Heavy Maintenance, Planning and Development and Commercial and Corporate functions of the Division. Division 1 has special Branch for Rural Electrification (RE) and Projects which is headed by a Deputy General Manager.

Distribution Infrastructure as 31/12/2020

Description	Units	DD1	DD2	DD3	DD4	Total
33kV Distribution Lines	km	11,135	9,999	7,379	4,744	33,257
11kV Distribution Lines	km	1,530	570	45	246	2,390
LV Distribution Lines	km	47,290	41,663	32,517	29,517	150,987

Outreach of Distribution Divisions

Description	DD1	DD2	DD3	DD4
No. of Areas	19	24	14	11
No. of Consumer Service Centres	58	89	49	41
No. of Collection Centres (POS)	15	21	13	28

Projects Division

The Projects Division headed by the Additional General Manager (Projects) supervises and monitors the progress of Projects coming under its purview, mainly Generation Expansion Projects and Transmission Infrastructure Development Projects. Generation Expansion Projects include, Uma Oya Hydro Power Project, Broadlands Hydro Power Project, Moragolla Hydro Power Project and Trincomalee Coal Power Project.

The Uma Oya Multi-Purpose Development Project is being implemented by the Ministry of Irrigation and Water Resources Management in association with the Ministry of Power and Energy. The estimated capacity of the power plant is 120 MW and the expected annual energy production is 290 GWh. This power plant will be connected to the national grid through Badulla Grid Substation.

The Broadlands Hydro Power Project is a run-of-the river type Project planned to build on the Kelani River, with the objective of harnessing the downstream hydro potential of the existing Polpitiya Power Station. The Project will have an installed capacity of 35 MW and is expected to generate 126 GWh of electrical energy annually. The main work sites of the Project are located about 90 km north-east of Colombo, near Kithulgala town. The main components of the Project are the Main Dam, Diversion Dam, Headrace tunnel, Diversion Tunnel, Surface Power Station, Switch Yard and the Transmission Line.

Moragolla Hydro Power Project details are given below.

(i)	Plant capacity	- 30.1 MW (2 x 15.5 MW)
(ii)	Total Project Cost	- Foreign Funds USD 113.86 million + Local Funds LKR 1466 million
(iii)	Expected Annual Energy Output	- 100GWh
(iv)	Expected date of completion	- December 2019

CEB Transmission System Development Projects including Transmission Lines and Grid Substations in the country are carried out by specially formed Project Management Units which comprise of experienced groups of engineers. All such projects are under the purview of the Projects Division.

Asset Management Division

Asset management is a part of transformation of infrastructure development. The Division played a vital role in ensuring the economic growth, social advancement and environmental development of the CEB during the year.

Assets Management Division consists of the following Branches/Units.

- Assets Management and Corporate
- Training Branch
- Project Management Unit (Vidulakpaya)
- Workshop and Ancillary Services Branch
- Civil works and Buildings Branch
- Security

Corporate Strategy Division

The Corporate Strategy Division was established in August 2010. This Division acts as the apex Division for Licensed Units and other business functions within CEB. Its primary role envisaged to elevate CEB's stature to a dignified, viable enterprise in Sri Lanka through business development strategies.

Corporate Strategy Division consists of the following.

- Business and Operational Strategy (B&OS) Branch
- Corporate Strategy and Regulatory Affairs (CS&RA) Branch
- Functional Strategy and Process Development (FS&PD) Branch
- Information Technology Branch
- Research and Development Branch

The main function of the Business and Operational Strategy (B&OS) Branch is to facilitate the improvement and monitoring of the organizational performance of the CEB. Another function of the Branch is to improve the corporate image and culture of the CEB and the standardization of the functions of the various Branches in the other Divisions of CEB.

The Corporate Strategy and Regulatory Affairs (CS&RA) Branch during the year coordinated with the respective Divisions and the Public Utility Commission of Sri Lanka (PUCSL), matters related to the generation, transmission and distribution licenses issued to the Ceylon Electricity Board. This Branch was responsible for coordinating the Corporate Strategy formulation of the Board in addition to handling regulatory affairs.

The main objective of the Functional Strategy and Process Development Branch is to engage in the development of functional strategies, policy and process development activities. Moreover, this Branch was also responsible to ensure that all systems and procedures were documented and incorporated in the relevant operating and functional manuals.

The Information Technology Branch is involved in developing information systems, managing information system operations and providing electronic data processing and network services to various Divisions of the CEB. During the year, Division provided IT solutions for billing, accounting, cash collection, material management, human resource management, outage management, e-mail services and maintained the website of the CEB.

The Research and Development Branch comprising of three major units, i.e. Demand Side Management Unit, Research and Development Unit and Regional Centre for Lighting.

Finance Division

The Finance Division is responsible for the effective and efficient management of financial operations.

In order to enable the effective management of finances, the Division is required to carry out proper financial planning and budgetary control, close monitoring and supervision of financial operations and attend to negotiations with financial institutions.

Major financial highlights of the recent years are as given below.

		UOM	2015	2016	2017	2018	2019
Financial							
1	Revenue from Sales in Rupees	LKR M	188,624	206,892	218,450	229,571	242,950
2	Unit sold	GWh	11,786	12,785	13,431	14,091	14,611
3	No of consumers	No	5,648,132	5,964,194	6,193,131	6,354,281	6,500,641
4	Net Profit / (loss) after Tax	LKR M	20,609	(14,456)	(47,299)	(30,457)	(85,411)
5	Total Assets	LKR M	775,421	804,452	832,369	870,920	914,000
6	Long term loans & Borrowings	LKR M	198,343	201,752	214,564	281,262	306,259
7	Short term loans & Borrowings	LKR M	14,990	18,724	21,564	15,367	28,411
Non-Financial							
8	Trans. & Dis. losses	%	9.96	9.63	8.45	8.34	8.23
9	Level of electrification	%	98.5	99	99	99	99
10	Employees	No	15,984	19,186	20,343	20,593	20,512
11	Power stations including Mini Hydro	No	210	232	247	258	282
12	Consumer Service Centers	No	211	212	217	221	231
13	Per capita Electricity Consumption	kWh/Person	562	603	626	650	670

Human Resources

The total number of employees at the end of 2017 was 20,343. Customer to employee ratio which was 311 by the end of the previous year decreased to 304 by the end of year 2017.

Information Technology

At present Ceylon Electricity Boards' Information Technology Systems are administered, managed and maintained by the IT Branch of the Ceylon Electricity Board. Information Communication Technology operations established by the IT Branch, across the country covers more than four hundred locations.

The Accounting software currently used in CEB named as 'MITFIN' consists of following modules.

- (i) Cash Book (CB) module for all the payments related transactions activities
- (ii) Inventory (INV) module for all the material related transactions specially used in the Distribution Divisions
- (iii) Service Provisioning System (SPS) module specially design for the job costing in the Distribution Divisions
- (iv) General Ledger (GL) module to update all the ledger accounts and preparation of monthly and annual account

Present Billing & Collection system which was internally developed is in operation for about 20 years.

CEB need continuous focus to maintain high levels of customer service. In order to enable better levels of customer service, CEB should focus on process re-engineering and business transformation. However, the changes in regulation and customer demands require major changes to these systems. Giving due concern to above facts, CEB decided to implement an Integrated Enterprise Resource Planning System to create appropriate ICT environment for the CEB.

The ERP solution will cover but not limited to following functional areas of Ceylon Electricity Board.

Generation Division Centralized Function Management	Power Generation Complex Management and Power Station Management	Generation Fuel Management
Transmission Division Management including Transmission Asset, Energy Purchase and Energy Sales Management	Asset Management including update of Fixed Assets Register from Work In Progress and computation of Depreciation	Project Management
Distribution Division Office Management	Distribution Provincial Office Management	Distribution Area Office Management including Consumer Service Centers
Financial Management including Budget & Planning, General Ledger, Treasury Management, Inventory & WIP , Receivables and Payables and Regulatory account Management Information System (MIS)	Human Resource Management including Payroll	Head Office and Ancillary Service Function Management
Electricity Billing including invoicing and collection of Ordinary supply & Heavy supply and other income.	Customer Relationship Management	Energy Management, Meter Data Management

Business Objectives of the Purchaser

As part of Ceylon Electricity Boards' Digital Transformation project, the acquisition and implementation of an ERP & CIS system will improve the efficiency and effectiveness of business processes in most of operational areas of CEB, and address many of the current challenges described above.

The proposed ERP & CIS system will replace the business systems currently being used by CEB and implement new systems in areas where there are isolated computer application systems in place. Also integrate all the business processes into a single point of reference and management and ensure that the organization's business processes and information systems are well-aligned to industry best practices.

After a successful implementation of the ERP, CEB expects the following benefits:

- Business processes will be optimized according to the current needs and operations of the company, and aligned with industry best practices taking into account the planned reforms;
- The ERP shall serve as a single source of financial and other management information, that is integrated, reliable and accessible for the whole organization, offering one version of the truth;
- The ERP shall offer enhanced availability and reliability of both historical and real-time data that will in turn facilitate regular data-driven decision-making;
- The implementation of the system shall result in incremental increases in the profitability and efficiency of CEB through increases in measurability, monitoring and control, and reduction of operational cost and process optimization;
- The ERP will be a single and reliable source of information, integrating all required Core Business Activities for the whole organization (Generation, Transmission, Distribution, Clients support, Corporate business support, finance and procurement)
- The ERP shall lead to internal and external improvement of the corporate image of the organization resulting from increased transparency in operations;
- The ERP shall reduce fraud perpetuation due to enhanced internal system controls and integrated systems that allow oversight assurance using audit trails and interfacing to audit data analytical systems;
- The CIS shall enable optimization of Customer Management and a more efficient billing and collection cycle, leading to improvements in cash flows;
- The organization shall have more time to focus on the business, rather than solely performing reactive duties in the business, and shall therefore be able to better position itself to face future challenges;
- The ERP shall allow development of tools to facilitate regular measurement of key operational indicators to support the CEB and Government of Sri Lanka Financial Plan.

1.2 Detailed Scope of the Project

The project consists of two phases for the implementation of the Purchaser's Enterprise Resource Planning (ERP) & Customer Information System (CIS).

Phase IA :

1. Finance;
2. Procurement and Inventory;
3. Project Management;
4. Workflow and Document Management;
5. Human Resource Management.
6. Phase-specific elements of Business Intelligence and Reporting

Phase IB :

7. Fleet Management;
8. Asset Management;
9. Maintenance Management;
10. Fuel Management;
11. Phase-specific elements of Business Intelligence and Reporting

Phase II

Phase II includes Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of the following modules.

12. Customer Information System (Include Billing and Collection, Meter Data Management, Customer Relationship Management (CRM) and Energy Management)
13. Phase-specific elements of Business Intelligence and Reporting

Also, the activities for Phase II shall commence by the selected Supplier, subject to meeting the following;

- (i) The Supplier shall substantially complete the scope of work of the Phase I, as specified in Clause 2.16 of paragraph 2, "List of Information Technology Tasks related to the Project" of Section 6 to the satisfaction of the Purchaser within the predetermined delivery and installation period; and
- (ii) The Purchaser, on its discretion, issue the Contract Agreement for Phase II, to the selected Supplier on the compliance with the item (i) above.

2. List of Information Technology Tasks related to the Project

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
1.	Project Plan	<p>1.1 Before commencement of the Services, the Supplier shall submit to the Purchaser for approval a Project Plan in accordance with the Supplier's Bid, showing additionally the general methods, arrangements, order and timing for all activities as per Format T4A listed under Form T4 of Section 4.</p> <p>1.2 Finalized Project Plan shall be incorporated in the Contract by amendment.</p> <p>1.3 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan.</p> <p>1.4 The Purchaser shall, within seven (7) days of receipt of the Project Plan, either provide confirmation in writing to the Supplier that the Project Plan is approved ("the Agreed and Finalized Project Plan") or notify the Supplier of any respects in which it considers that the Project Plan does not conform to the Technical Requirements of the Contract. The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Agreed and Finalized Project Plan shall be contractually binding on the Purchaser and the Supplier.</p>
2.	Supply, Installation and configuration of ERP Licenses	<p>2.1 The Purchaser's present workforce is 25,000. Out of that, 1300 are in managerial level executive positions. The existing IT landscape is extended across the entire organization and close to 7,500 users are using 40 application systems deployed.</p> <p>2.2 Considering the present application system landscape and future of implementing organized ERP system across the organization, Purchaser expects the active named users of the ERP will be reduced by 10% of the existing usage.</p> <p>2.3 Therefore the Supplier shall supply overall 6,750 number of named ERP & CIS modular related user licenses in two phases during the project and also Human Resource</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods																														
		<p>Management System (HRMS) and payroll licenses of 2,500 numbers with the implementation of the HRMS module. Purchaser also requires HR self-service portal access for the entire work force of 25,000 employees. Purchaser, at its discretion, shall distribute the user licenses within the organization.</p> <p>2.4 Approximate number of functional users of proposed ERP systems is as follows;</p> <table data-bbox="671 719 1385 1688"> <tbody> <tr> <td>1. Financial Management System</td> <td>3540</td> </tr> <tr> <td>2. Procurement and Inventory</td> <td>3800</td> </tr> <tr> <td>3. Project Management</td> <td>3000</td> </tr> <tr> <td>4. Document Management System</td> <td>4200</td> </tr> <tr> <td>5. Business Intelligence & Reporting</td> <td>50</td> </tr> <tr> <td>6. Human Resource Management & Payroll</td> <td>2500</td> </tr> <tr> <td>7. Fleet Management</td> <td>2500</td> </tr> <tr> <td>8. Asset Management</td> <td>2000</td> </tr> <tr> <td>9. Maintenance Management</td> <td>3100</td> </tr> <tr> <td>10. Fuel Management</td> <td>120</td> </tr> <tr> <td>11. Customer Information System</td> <td></td> </tr> <tr> <td> Billing & Collection</td> <td>3300</td> </tr> <tr> <td> Customer Relationship Management</td> <td>2500</td> </tr> <tr> <td> Energy Management</td> <td>1760</td> </tr> <tr> <td> Meter Data Management</td> <td>50</td> </tr> </tbody> </table> <p><i>*Please refer Annexure C and Annexure D of Technical Specification of Section 6 for present volumetric information and present application system information.</i></p> <p>2.5 There shall not be any restriction in use of functions/modules in each named user license. All the ERP licenses supplied shall be unrestricted and fully functional. The Supplier must describe to the Purchaser,</p>	1. Financial Management System	3540	2. Procurement and Inventory	3800	3. Project Management	3000	4. Document Management System	4200	5. Business Intelligence & Reporting	50	6. Human Resource Management & Payroll	2500	7. Fleet Management	2500	8. Asset Management	2000	9. Maintenance Management	3100	10. Fuel Management	120	11. Customer Information System		Billing & Collection	3300	Customer Relationship Management	2500	Energy Management	1760	Meter Data Management	50
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3. Project Management	3000																															
4. Document Management System	4200																															
5. Business Intelligence & Reporting	50																															
6. Human Resource Management & Payroll	2500																															
7. Fleet Management	2500																															
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Meter Data Management	50																															

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>the proposed licensing model and types of licenses for the proposed IT Solution/Package Software using Form T8 of Section 4.</p> <p>2.6 Purchaser shall have the right to conveniently distribute these ERP licenses across the modules at the Corporate Office or other locations/office as per its need.</p> <p>2.7 Supplier shall list and identify ERP application software modules included in the proposal to meet functionalities mentioned in Annexure A, Functional Requirement Specifications (Volume 2 of 2) listed under Section 6, paragraph 4, “Technical Specifications”.</p> <p>2.8 The price quoted by the Supplier shall remain valid for the next five years from date of delivery of the first license. The offered licenses shall include cost of the additional license (if required) to meet the functionalities mentioned in Technical Specification of Section 6. (Annexure A, Functional Requirements Specifications and Annexure B, Non-Functional Requirements Specifications (Volume 2 of 2)) The prices relevant to licensing shall be included in the Price Bid, using,</p> <ol style="list-style-type: none"> a. Price Schedule for IT Products to Be Offered from Within the Purchaser's Country – Phase I, b. Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country – Phase I, c. Price Schedule for IT Products to Be Offered from Within the Purchaser's Country – Phase II and d. Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country – Phase II <p>2.9 List of all proposed ERP and CIS Application Software with Principle’s name, address and contact information, version No., etc. which meet the Functional Requirement Specification of the Purchaser as specified in Technical Specification of Section 6, (Functional Requirements Specifications (Volume 2 of 2)) shall be provided by the Supplier as per Form T1 and T3 of Section 4.</p> <p>2.10 The Supplier shall list any other software to be supplied for the smooth running of the proposed ERP application</p>

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		<p>software with the Principle's name, address, version no., etc using Form T1 of Section 6.</p> <p>2.11 The ERP software application(s) must cater to both project Phase I and Phase II requirements.</p> <p>2.12 Project Phase shall comprise two sub-phases. Phase IA includes the following modules; Phase IA :</p> <ul style="list-style-type: none"> i. Finance; ii. Procurement and Inventory; iii. Project Management; iv. Workflow and Document Management; v. Human Resource Management. vi. Phase-specific elements of Business Intelligence and Reporting <p>2.13 Phase IB includes the following modules; Phase IB :</p> <ul style="list-style-type: none"> vii. Fleet Management; viii. Asset Management; ix. Maintenance Management; and x. Fuel Management. xi. Phase-specific elements of Business Intelligence and Reporting <p>2.14 Project Phase II will be started after substantial completion of Phase I in accordance with Clause 2.16 below, and the following modules are included in Phase II;</p> <ul style="list-style-type: none"> xii. Customer Information System (Include Billing and Collection, Meter Data Management, Customer Relationship Management (CRM) and Energy Management) *; xiii. Phase-specific elements of Business Intelligence and Reporting <p>2.15 Phase II shall start only on substantial completion of Phase I related activities in accordance with Clause 2.16 below and at the discretion of the Purchaser, issuance of</p>

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		<p>Contract Agreement of Phase II by the Purchaser and signing of same by Bidder.</p> <p>2.16 Substantial completion of Phase I means complete implementation and User Acceptance of minimum Finance, Procurement & Inventory Management and Project Management modules of Phase I within the specified period of Phase I in approved Project Plan.</p> <p>2.17 The Supplier shall interface the proposed ERP System with any application systems and other devices that would be already in possession with the Purchaser.</p>
3	<p>Supply, Installation and configuration of Hardware, operating systems, RDBMS, Application systems, Interfaces, and any other network communication equipment.</p>	<p>3.1 Supplier shall supply and install all required components of Hardware, Relational Database Management System (RDBMS), Application / Operating systems and any other network communication equipment required to meet project objectives. The Supplier shall provide details of all above proposed components in Form T1 and Form T3 of Section 4. The prices of these proposed components shall be included in the Price Bid using,</p> <ol style="list-style-type: none"> a. Price Schedule for IT Products to Be Offered from Within the Purchaser's Country – Phase I, b. Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country – Phase I, c. Price Schedule for IT Products to Be Offered from Within the Purchaser's Country – Phase II and d. Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country – Phase II <p>3.2 Supplier shall supply all the above listed components for testing, production, fail over and Disaster Recovery (DR) environments.</p> <p>3.3 Supplier shall provide support and corrective maintenance during the warranty period and post warranty period up to five years from Go-Live of each ERP functional Application module.</p> <p>3.4 Supplier shall propose all databases with the version no. and the name of the Principle in accordance with Form T1 of Section 4.</p>

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		<p>3.5 Supplier shall supply all hardware components required for the proposed ERP solution for a total period of 5 years, based on the number of functional users and volumetric information stated in Clause 2 above and for a Disaster Recovery solution as well.</p> <p>3.6 Supplier shall supply hardware requirements for the test environment and any other required environments, until completion of the Stabilization Support period.</p> <p>3.7 Supplier shall supply any operating systems, utility software required for each of the above system environments.</p> <p>3.8 Supplier shall give an indication of expected brands, models and high level component configuration in accordance with Form T1 and Form T3 of Section 4.</p> <p>3.9 Supplier shall provide each of the proposed System software and hardware components in accordance with Form T1 of Section 4 through a Local Agent or a local System Integrator who can provide the authorised Warranty and Maintenance Services. If any other software and hardware are sourced from outside the Purchasers country, then the Supplier has to mention delivery method of warranty and future maintenance for same.</p> <p>3.10 Supplier shall indicate the accessories required by the Purchaser such as printers for the purposes of printing, scanners and any other end user peripheral devices.</p> <p>3.11 The Supplier shall indicate the ability to interface with the following systems :</p> <ol style="list-style-type: none"> i. E-mail servers/ gateways ii. SMS gateways iii. Purchaser deployed mobile applications iv. If required, Supplier needs to temporarily interface with existing deployed applications. <p>3.12 The Supplier shall list/ illustrate required network configurations and Information system security</p>

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		<p>requirements need to provide by the Purchaser for the proposed solution, including disaster recovery.</p> <p>3.13 Supplier shall provide production and DR IT infrastructure for on premise environment or private secure cloud environment within Sri Lanka. (Refer Section 6, Form 10, Clauses 12.9 and 12.10)</p> <p>3.14 The Supplier shall host the Production and DR IT infrastructure at two separate Data Centers located geographically apart within the Purchaser's country. The Data Center locations will be provided by the Purchaser.</p> <p>3.15 The Production and DR Data Center sites which will house the hardware supplied by the Supplier will be located within 40 km radius from Colombo City.</p>
4	Implementation Plan of ERP system	<p>4.1 <u>Design and Development of the Implementation Plan</u></p> <p>4.1.1 Supplier must provide the Implementation Plan for the implementation of the proposed ERP solution in two Phases. (The Implementation Plan would include the infrastructure requirements, services & support and people from the Purchaser.).</p> <ul style="list-style-type: none"> i. The implementation would include implementing ERP Application Systems for operations of the Purchaser and integration with the existing systems. ii. The Implementation Plan should include the methodology to be followed in changing Purchaser's current operations to agreed future operations, product customization, site preparation for implementation, training workshops to be conducted, details on training material, timelines for data migration, project organization for implementation, responsibility matrix for the Purchaser and Supplier, test procedures, user acceptance test procedures etc. iii. Supplier shall provide the Hardware and Network equipment specifications for system implementation along with the Implementation Plan. <p>4.1.2 The detailed Implementation Plan is to be prepared at the commencement of the Project. The implementation of the ERP solution will require a strong program management</p>

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		<p>activity. This ensures complete acceptability of the solution within the organization.</p> <p>4.1.3 Program management services shall aim at improving the business processes, leveraging technology solutions, incorporating best-of-breed industry practices to maximize opportunities for the Purchaser's business operations and at the same time addressing growth and development of the employees</p> <p>4.1.4 Supplier shall finalize the Implementation Plan together with the Purchaser and obtain sign-off on the plan from the Purchaser. Detailed Implementation Plan should consist of the following features:</p> <ul style="list-style-type: none"> i. Start and End date for each task ii. Duration for each task in working days iii. Man-days required for each task iv. Resources allocated for each task v. Responsible party and resource vi. A sign-off task to identify an end of a stage or a deliverable vii. Clearly indicating the Critical Path of the project <p>4.1.5 Supplier shall nominate and appoint required teams and steering committee along with</p> <ul style="list-style-type: none"> i. Team responsibility ii. Proposed members for those teams and their responsibilities within that team iii. Frequency of those team meetings <p>4.1.6 Supplier shall establish an escalation path for problem resolution.</p> <p>4.1.7 Supplier shall provide a risk assessment and risk plan</p> <p>4.1.8 Supplier shall propose an organizational change management guideline and strategy to be adopted by the Purchaser along with the implementation of the ERP System.</p> <p>4.1.9 The Purchaser shall undertake to implement the Change Management Strategy as appropriate within the Purchasers organization.</p>

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		<p>4.1.10 The Project Director of the Purchaser shall act as the Change Manager and cater to the following requirements.</p> <ol style="list-style-type: none"> i. Support organizational changes as a result of the ERP project. ii. Communicate any issues faced by the employees at the CEB as they experience change and when they plan to work effectively. iii. Provide leadership to enable people’s ability to manage future change. iv. Act as the communication agent for change between the Purchaser’s Organization and Supplier. <p>4.2 <u>Develop detailed scope for the functionalities to be implemented</u></p> <p>4.2.1 The detailed scope of the business processes to be implemented shall be finalized by the selected Supplier, in association with the project team members from the Purchaser.</p> <p>4.3 <u>Deployment of Supplier Manpower</u></p> <p>4.3.1 Supplier shall ensure deployment of sufficient specialized and experienced manpower throughout the Project to complete the implementation & stabilization of the ERP System in time successfully.</p> <p>4.4 Supplier shall describe its proposal in accordance to requirements of this Clause 4, using Form T4, Formats T4A, T4B, T4C, T4D, T4E, T4F of Section 4.</p>
5	Finalize new Business Processes in Proposed application	<p>5.1 <u>Detailed Design</u></p> <p>Supplier shall design the relevant business processes with all details. The process shall include the following steps:</p> <p>5.1.1 Review Purchaser documented ‘AS-IS’ process mapping to activity/ task level and current state analysis, to identify areas of improvement and opportunities for standardization.</p> <p>5.1.2 Revisit the Purchaser documented TO-BE processes that are based on business requirements, gap analysis and ERP enabled “best practices” and processes.</p>

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		<p>5.1.3 Designing of the specific functions, screens and data formats along with the process and method for entering the details.</p> <p>5.2 <u>Configuration</u></p> <p>Based on the functionalities designed, the Supplier shall be responsible for:</p> <p>5.2.1 Configuring the ERP system according to the processes</p> <p>5.2.2 Testing of configuration of Modules</p> <p>5.2.3 Identification of the fields that need to be captured for the specified functionalities.</p> <p>5.3 The design proposed by the Supplier shall be realistic, simple and flexible enough to take care of future changes in the organizational structure and easy maintainability.</p> <p>5.4 At the end of the each Phase, the Supplier would provide an assessment document and finalize new detailed Business Processes.</p>
6	Implementation & Deployment	<p>6.1 In accordance with the Implementation Plan that has been provided, the Supplier would deploy the system.</p> <p>6.2 The Supplier would be responsible for parameterization, customization, package installation, update of master data, data porting/migration, performing test runs, training of users, obtaining user acceptance, integration and interface testing, etc.</p> <p>6.3 A committee of the Purchaser will test the software and check whether it is meeting all the requirements and give approval for the acceptance and would undertake User Acceptance Testing.</p> <p>6.4 Supplier shall provide periodic status updates on an agreed upon basis.</p> <p>6.5 At the end of the stage the Supplier is expected to provide:</p> <ol style="list-style-type: none"> i. User documentation ii. System administration manuals iii. Training material iv. Disaster Recovery plan v. User Acceptance Test reports

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		vi. Adequate licensing/ perpetual right of use of the package software.
7	Integration Management And Testing	<p>7.1 Integration management and testing should be as per the standard practices. This shall include development of exhaustive test scenarios, carrying out the integration tests on these scenarios and necessary corrections, based on test results and the feedback.</p> <p>7.2 Supplier shall be responsible for completing the integration tests with the desired quality and schedule.</p> <p>7.3 The Project Teams of Purchaser and Supplier shall jointly envisage scenarios for testing and developing test scripts. Purchaser will also make available live data for the purpose of testing, wherever required. Purchaser and Supplier shall extensively participate in the module and integration testing.</p> <p>7.4 The Supplier shall be responsible for the documentation of the integration process & test results. The data conversion testing shall also be done in a similar manner to ensure that, after the loading of final data, the system remains stable.</p>
8	Data Migration	<p>8.1 The Supplier shall define all specifications that are needed to populate the data into the new ERP & CIS systems.</p> <p>8.2 Supplier's responsibility for Data Migration;</p> <p>8.2.1 This shall include the following tasks:</p> <ul style="list-style-type: none"> i. Identification and development of the data upload/download programs. ii. Providing data migration tools and templates to the Purchaser. iii. Convert and migrate all the relevant data from the given soft formats to the requirement of the ERP & CIS systems. iv. Populate and migrate all the legacy/ raw/ new data elements to the ERP & CIS systems. v. Training and facilitating the Purchaser's core team.

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		<ul style="list-style-type: none"> vi. Check the data integrity and report all findings to the Purchaser. vii. Integration testing of the configured system using the populated master and transaction data viii. Assist the Purchaser's team in Data Collection, Migration and Management <p>8.2.2 The following data needs to be migrated:</p> <ul style="list-style-type: none"> i. All open transactions and all transactions from the start of the financial year of Go-Live. ii. Standing or master data such as bidders/ suppliers, customers, all employees, material, work breakdown structures, equipment, work specification, cost data, etc. <p>8.2.3 Supplier's responsibility shall be to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled.</p> <p>8.3 Purchaser's responsibility for Data Migration</p> <ul style="list-style-type: none"> i. Purchaser shall provide the relevant data structures and table information of the existing applications to the Supplier immediately after signing of the Contract Agreement. ii. Purchaser shall only populate the data to given data formats from the existing systems and rationalize/validate the data with the Supplier's assistance. iii. The Purchaser shall cleanse all the data including Master Data and open transactions and provide to the Supplier.
9	Installation Acceptance, User Acceptance and Final Acceptance	<p>Acceptance Tests will follow three levels of testing as follows:</p> <p>9.1 Installation Acceptance Testing: Will take place in accordance with the high level Project Plan, when all the planned software and hardware components have been installed, implemented, tested and ported into the production environment but prior to commencement of User Acceptance Testing by Purchaser, and ready to</p>

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		<p>commence User Acceptance Tests and thereafter Final Acceptance Tests.</p> <p>9.2 User Acceptance Testing: This is prior to achieving the Go-Live milestone. In this period, the Purchaser will prepare test plans and undertake User Acceptance Tests. Successful achievement of all User Acceptance Tests is required prior to the Purchaser issuing a User Acceptance Certificate.</p> <p>9.3 Final Acceptance Testing: This is after completion of Stabilization Support period of all modules in each Project phase. The Purchaser will prepare and undertake Final Acceptance Tests and upon successful completion Final Acceptance Certificate will be issued.</p>
10	Technical Support	<p>The Supplier is required to undertake the following:</p> <p>10.1 Formulation of all policies and procedures related to System Administration, Data Base Management, applications, archives, network management & security, back up etc.</p> <p>10.2 Prepare requisite system landscape and procedures for smoothly implementing the ERP.</p> <p>10.3 Assist the Purchaser's team to perform all authorization-related activities (activity group, authorizations, profiles, etc.), till the ERP system stabilizes.</p> <p>10.4 Assist Purchaser to manage the data interfaces, print spools, batch Jobs, printer configuration etc.</p> <p>10.5 Prepare a detailed System dministration manual, data administration manual, operational manual, User manual which shall be used by the Purchaser's employees to run the ERP enabled production environment. This shall also include how the various parameters shall be monitored/ tuned in a live system. Manuals should be text and screen recordings of steps.</p> <p>10.6 Finalize the archival policies for all the functional areas. All necessary configurations shall be done and tested.</p>

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		10.7 Round the clock support for trouble shooting in functional and technical area.
11	Capacity Building & Training	<p>The Supplier shall carry out capacity building & Training activities throughout the project duration. The Supplier shall conduct various levels and types of training during the Project implementation, as specified below.</p> <p>11.1 At the start of the project, the Supplier shall arrange Management Exposure Site Visit(s) in the Power Utility Sector to provide an insight of the ERP & CIS System functions and other advanced IT systems for the Executives of the Purchaser.</p> <p>11.2 Supplier shall conduct a training needs assessment of the Purchaser's ERP & CIS core team members as well as end users, as a component of the process improvement and change management process.</p> <p>11.3 Training needs should be continuously refined and frequently reconfirmed with the end-user community & the core team as the Project progresses.</p> <p>11.4 Supplier shall conduct the following types of training for the Purchaser :</p> <p>11.4.1 Overview level training</p> <p>11.4.1.1 Overview level training for Top Management Supplier shall conduct overview level training of the ERP & CIS systems for the Top Management of the Purchaser for one day at the start of the project.</p> <p>11.4.1.2 Key Performance Indicators (KPI) Workshop for the Top Management Supplier shall conduct workshops for the Top Management for the design of KPI of the ERP & CIS systems of the Purchaser.</p> <p>11.4.1.3 Overview level training for the Functional Core Team Supplier shall conduct overview level training of the ERP & CIS systems for the Functional Core Team of the Purchaser at the start of the project.</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>11.4.1.4 Overview level training for the Business/ Functional Administrators Supplier shall conduct overview level training of the ERP & CIS systems for the Business/ Functional Administrators of the Purchaser at the start of the project.</p> <p>11.4.1.5 Overview level training for the End Users Supplier shall conduct overview level training of the ERP & CIS systems for the End Users of the Purchaser for 1 or 2 days at the start of the project.</p> <p>11.4.2 Detailed Functional level training for the Core Team during Project Preparation Phase</p> <ol style="list-style-type: none"> i. This is the functional level training of the ERP & CIS systems for 3 weeks for the functional core team of the Purchaser for ERP & CIS implementation. ii. This training needs to be completed before the start of the Business Blueprinting phase of the ERP & CIS implementation. iii. This cross-functional core team of the Purchaser will comprise of members from all the business functions and IT. iv. This training should enable the functional core team of the Purchaser to be involved in implementation, building and managing ERP related skills and maintain the ERP & CIS system of the Purchaser. v. The training should be given to a maximum of 30 employees per batch by the Supplier themselves. The functional core team shall comprise of the identified 72 Strategic Business Units (SBUs) within the Purchases organization. The Supplier shall include the cost for above training in 'The Price Schedules for Recurrent Costs – Phase I & Phase II

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		<p>respectively. The training should be based on standard ERP & CIS certification training material.</p> <p>vi. Supplier should conduct written training assessment test for participants at the end of each module training and report individual assessment to purchaser.</p> <p>11.4.3 Technical Training for the internal IT Team</p> <p>i. This is the technical training to be given to the internal IT team of approximately 30 personnel of the Purchaser by the Supplier themselves. The Supplier shall include the cost for above training in ‘The Price Schedules for Recurrent Costs – Phase I & Phase II respectively.</p> <p>ii. Supplier shall give training on the following areas:</p> <ol style="list-style-type: none"> a. ERP System Administration b. Application architecture and Database structures c. Database Administration d. Programming for customizations/development works, Reports and Forms development e. Data Migration f. Technical tools associated with the ERP implementation. <p>iii. Supplier shall conduct written training assessment test for participants at the end of each module training and report individual assessment to Purchaser.</p> <p>11.4.4 Business/ Functional Administrator Training</p> <p>The Business/ Functional Administrators are the Purchaser’s staff who are involved in supervision of day-to-day operations.</p> <ol style="list-style-type: none"> i. All the Business/ Functional Administrators need to be trained by the Supplier for the smooth functioning of the ERP & CIS Systems. ii. The Supplier shall submit a detailed Training Plan for all the Business/ Functional Administrators.

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		<p>iii. Supplier shall conduct extensive training for all the Business/ Functional Administrators before the Go-Live of the ERP & CIS systems.</p> <p>iv. Supplier shall also give hands on training of the ERP system to all the Business/ Functional Administrators.</p> <p>v. This training should be for at least 2 days for each module/ function for all the Business/ Functional Administrators.</p> <p style="text-align: center;">11.4.5 End User Training</p> <p>The End Users are the Purchaser's staff who are involved in day-to-day operations and the system users.</p> <p>vi. All the end users need to be trained by the Supplier for the smooth functioning of the ERP & CIS Systems.</p> <p>vii. The Supplier shall submit a detailed Training Plan for all the end users.</p> <p>viii. Supplier shall conduct extensive training for all the end users before the Go-Live of the ERP & CIS systems.</p> <p>ix. Supplier shall also give hands on training of the ERP system to all the end users.</p> <p>x. This training should be for at least 2 days for each module/ function for all the end users.</p> <p>11.5 Training tools and Training materials:</p> <p>Use of recommended ERP training tools/ software(s) for providing various training is essential. Adequate training material which includes training manuals, quick reference cards etc. should be provided during the training sessions. The recommended training material should be in paper & electronic media with courses on ERP fundamentals, business process overview, job activity training, and delivery options being on-line, instructor led class rooms, etc.</p> <p>11.6 The Supplier shall provide the proposed training details in its Technical Bid in accordance with Form T5 and Form T9 of Section 4.</p>
12	Final Preparation and Go-Live	Supplier is required to undertake the following for the Purchaser:

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		<ul style="list-style-type: none"> i. Review readiness for cut over ii. Manning the central help desk for any queries iii. Resolve Technical & functionality related issues for ERP iv. Review the usage and performance of the ERP system till it stabilizes v. Documentation of the issues/problems that come up and solutions thereof vi. Final configuration/ integration, volume and stress testing vii. Data migration viii. Switch over to production environment.
13	Post Go Live Stabilization Support	<p>13.1 Supplier shall be responsible for Project implementation and satisfactory functioning of the ERP & CIS systems.</p> <p>13.2 Supplier shall provide Post Go-Live Stabilization Support to the Purchaser, to ensure the efficient day-to-day functioning of the ERP system for a period of twelve (12) months from the date of Go-Live at all the Purchaser's sites.</p> <p>13.3 After Go-Live, at least three (3) functional consultants along with one Project Manager having knowledge of the main modules shall be deployed as per requirement for hand holding support of the Purchaser.</p> <p>13.4 Also, three (3) technical consultants from technical areas like Database Administration, System Administration, Programming etc. shall be placed for the Purchaser.</p>
14	Application Maintenance Contract (AMC)	<p>14.1 Supplier is expected to undertake the Application System Software Maintenance in accordance with the Service Level Agreements agreed upon between the Purchaser and the Supplier from the date of Final Acceptance of the implementation of each module (Final Acceptance will be granted after a pre-defined period of successful Go-Live).</p>

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		<p>14.2 Maintenance during the Application System Warranty period (Stabilization Support Period)</p> <p>14.2.1 The Supplier shall undertake maintenance of application systems during the warranty period, i.e., for a period of one (1) year.</p> <p>14.2.2 The warranty must be issued by the principal if the Supplier is not the owner of the proposed software application (software package/s).</p> <p>14.2.3 During this period, the Supplier will undertake to rectify any defects/ malfunctioning at no extra cost to the Purchaser.</p> <ul style="list-style-type: none"> i. In addition to maintenance activities, rectification of errors, if any, will be undertaken by the Supplier. ii. The Supplier will also undertake to incorporate any unforeseen changes in procedures and develop additional reports, as required etc. <p>14.3 Any modifications or rectifications of the software application must be informed with reasons to the Purchaser. Only authorized entities will be allowed to install/replace by the Purchaser, with prior approval.</p> <p>14.4 Maintenance after the Application System Warranty Period: (After Stabilization Support Period)</p> <p>The Supplier will undertake to maintain Application Systems for a minimum of four (4) years after the expiry of the Warranty period under the Application Maintenance Contract (AMC) specified. AMC for each Phase will be signed by the Purchaser after issuing Final Acceptance Certificate for each Phase for the prices quoted in “Price Schedules for Recurrent Costs – Phase I and Phase II.</p> <p>Application Maintenance Contract (AMC)</p> <ul style="list-style-type: none"> i. In addition to the above post go-live Stabilization Support, the Supplier is required to provide Application Maintenance Contract (AMC) plan on-site for the Purchaser for four (4) years from the end of the Post Go-Live Stabilization Support period at a price to be quoted in the financial Bid.

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		<ul style="list-style-type: none"> ii. During this period, the Supplier shall ensure trouble free running of the total system. iii. A minimum of two (2) Functional and Technical Consultants per month shall be deployed onsite for the Purchaser during the AMC support period. iv. All the deployed consultants must have an experience of at least 2 similar ERP project implementation. v. The AMC Support period would be for four (4) years from the end of the Post Go-Live Stabilization Support period. vi. Additionally, the Supplier may be required to provide handholding support for another one (1) year at the discretion of the Purchaser with the same price quoted for the final year of AMC and terms & conditions of the contract as that of the Application Maintenance Contract. vii. For smooth running of the system & day-to-day functioning, it is of paramount importance that adequate transfer of knowledge to the core team members of the Purchaser takes place. viii. Towards this, the Supplier should mentor the Purchaser's core team members who will be responsible for doing any configuration change independently. Supplier needs to take the responsibility of creating a post-go-live support strategy. ix. The objective of this exercise is to ensure that the Purchaser builds in-house competencies to maintain the ERP solution in the long term, without dependency on external consultants.
15	Annual Maintenance Support (AMS) for the supplied System Software, Databases, Hardware and	<p>15.1 Supplier is expected to arrange the maintenance of hardware, network and communication, in accordance with the service levels agreed upon between the Purchaser and the Supplier.</p> <p>15.2 The Supplier must undertake to maintain server/s, server related software components, other hardware,</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods						
	<p>other equipment.</p>	<p>network and communication for a period of five years including Warranty.</p> <p>15.3 Warranty</p> <p>The Warranties for all the deliverables must be provided by the respective System Software & hardware supplier/s. Wherever possible, the Warranty shall be given by the manufacturer especially for the server/s.</p> <p>15.3.1 Warranty period</p> <table border="1" data-bbox="624 763 1396 1223"> <tbody> <tr> <td data-bbox="624 763 879 913">Server/s</td> <td data-bbox="879 763 1396 913">Server/s should carry a minimum of three years comprehensive warranty from the Go-live date of the particular phase.</td> </tr> <tr> <td data-bbox="624 913 879 1077">Other hardware</td> <td data-bbox="879 913 1396 1077">All other hardware items should carry a minimum of a three year comprehensive warranty from the Go-Live date of the particular phase.</td> </tr> <tr> <td data-bbox="624 1077 879 1223">Network and communication equipment</td> <td data-bbox="879 1077 1396 1223">Should carry a minimum of three years comprehensive warranty from the day Go-Live date of particular phase.</td> </tr> </tbody> </table> <p>15.3.2 Maintenance during Warranty</p> <p>During this period the Supplier will undertake to rectify any defects/ malfunctioning at no extra cost to the Purchaser.</p> <p>In the event of a failure of all deliverables, then the Supplier shall replace that item with a similar item which has similar functionality, performance and Warranty within an agreed time period. Supplier shall replace this temporary item within an agreed time period with the repaired/rectified original item, or with a new item of the same model or with an item with similar functionality and with the same or better performance. There shall not be any technical incompatibility or operational issue during the item failure or after the repair or replacement of that item.</p> <p>15.4 Maintenance after the Warranty period</p> <p>The Supplier will undertake to maintain System Software, server/s, other hardware, network and</p>	Server/s	Server/s should carry a minimum of three years comprehensive warranty from the Go-live date of the particular phase.	Other hardware	All other hardware items should carry a minimum of a three year comprehensive warranty from the Go-Live date of the particular phase.	Network and communication equipment	Should carry a minimum of three years comprehensive warranty from the day Go-Live date of particular phase.
Server/s	Server/s should carry a minimum of three years comprehensive warranty from the Go-live date of the particular phase.							
Other hardware	All other hardware items should carry a minimum of a three year comprehensive warranty from the Go-Live date of the particular phase.							
Network and communication equipment	Should carry a minimum of three years comprehensive warranty from the day Go-Live date of particular phase.							

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>communication after the expiry of the Warranty period under Annual Maintenance Support Agreement.</p> <p>15.5 The equipment supplied by the Original Equipment Manufacturer (OEM) or Supplier shall provide Annual Maintenance Support (AMS) and maintenance of the ERP package, tools, accessories and any service provided as part of product solution for a period of five years (inclusive of the Warranty period) from the date of Go-live of ERP application. During this period, the AMS shall include technical and non-technical support and maintenance of the ERP & CIS implemented systems, Relational Databases, storage systems, networks etc. which form a part of the complete ERP & CIS solutions.</p> <p>15.6 The AMS contract should cover the services which the product Supplier provides normally under Technical Support and shall include minimally the following support for all standard software wherever applicable.</p> <ol style="list-style-type: none"> i. All product upgrades/ (patches and fixes) ii. User and technical support on a 24 x 7 basis for product related issues iii. Provide free upgrades, updates, fixes, upgrade scripts & patches of software and tools to the Purchaser within 30 working days of its release. iv. Technical support for installation of any patch or product upgrades v. Periodic site visits, if required.
16	Annual License Maintenance Contract (LMC)	<p>16.1. The Supplier will undertake the responsibility of software license warranty support for the application systems installed/implemented during the warranty period (i.e., for a period of one (1) year from the date of Go-Live). Purchaser considers the date of Go-Live as the License Effective Date for each module.</p> <p>16.2. During this period, the Supplier will undertake to rectify any defects/ malfunctioning at no extra cost to the Purchaser.</p> <p>16.3. Any modifications or rectifications of the software license must be informed with reasons to the Purchaser.</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>Only authorized personnel/entities will be allowed to install/replace, with prior approval from the Purchaser.</p> <p>16.4. Warranty for the ERP product is to ensure that the supplied ERP product/licenses shall be free from defects under normal use and shall remain valid for twelve months (12) after the ERP product/licenses have been delivered to and accepted by the Purchaser.</p> <p>16.5. In addition to the Warranty Services required from the OEM, the Purchaser requires LMC services from the OEM which shall cover the services as listed below. The LMC charges shall be applicable from the date of warranty expiration of the ERP product/ licenses.</p> <ul style="list-style-type: none"> i. All product upgrades/ (patches and fixes) ii. User and technical support on a 24 x 7 basis for product related issues iii. Provide free upgrades, updates, fixes, upgrade scripts & patches of the ERP software and tools to the Purchaser within 30 working days of its release by the ERP product Supplier. iv. Technical support for installation of any patch or product upgrades related to installed product (excluding application changes with related to installed upgrades and fixes) v. Periodic site visits, if required. <p>16.6. Maintenance after the warranty period: The Supplier will undertake to maintain software License Support for a minimum of four (4) years after the expiry of the warranty period, under the License Maintenance Contract (LMC) signed after the issuance of Final Acceptance Certificate, between the Supplier and Purchaser or tri-party agreement with Purchaser, Supplier and Principal Supplier.</p>
17	Disaster Recovery and Back-up Policy	<p>17.1. The Supplier shall formulate an effective Back-Up strategy and Disaster Recovery Plan and advice Purchaser on Business Continuity Requirements.</p> <p>17.2. Supplier need to install and implement DR setup with Purchasers' IT support.</p>

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		<p>17.3. Supplier require to transfer DR system related knowledge to Purchaser IT and methodology & documentation of system transfer.</p> <p>17.4. Supplier should assist minimum of two (02) system transfers within the system warranty period.</p>
18	Documentation	<p>18.1 Supplier shall prepare and submit complete documentation in Microsoft format, screen recording videos and other required formats of all the reports, documents, configuration settings, other activities, steps / stages involved in the implementation.</p> <p>18.2 Supplier in close coordination with the Purchaser's core team, shall prepare the business process document, end-user manuals and training documents in the jointly agreed templates.</p> <p>18.3 Three (3) sets of hard copies along with one (1) set of softcopy in CD/DVD of each of the finalized documents shall be submitted to the Purchaser.</p>
19	Technical Architecture	<p>19.1 Supplier shall validate the Purchaser's existing technical infrastructure and recommend an appropriate solution to meet the Purchaser's business requirements in the implementation of the ERP system</p> <p>19.2 Supplier shall also monitor the archiving strategy, control and security aspects during implementation by the Purchaser.</p> <p>19.3 Supplier shall then recommend the IT architecture design including hardware, and operating system for the implementation keeping in view the geographical spread & complexity of the implementation, communication infrastructure available in the country & of the Purchaser and Data Archival & Storage requirements.</p> <p>19.4 The recommended architecture shall also provide for scalability, disaster recovery, test and production environments.</p>
20	Sign Off And Closure	<p>20.1 Purchaser recognizes the importance of an expeditious sign off and closure of agreed deliverables and the</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>Purchaser Team will expedite the process of sign off and closure.</p> <p>20.2 However, the Supplier shall facilitate such acceptance/sign off from the Management/Process owners for all the deliverables mentioned above by way of preparing / producing such documentation / review reports / test results etc. as may be necessary for the Purchaser to ascertain that the prerequisites subject to sign off and closure, have been met completely in accordance with the Contract Document.</p>
21	Profile of proposed project team	<p>21.1 Supplier has to deploy specialized and trained manpower for the successful and timely completion of the ERP implementation Project for the Purchaser. It is therefore mandatory that the key personnel in the team have the following minimum qualification and work experience. Bidder has to propose any other project staff deemed required by the Bidder, for the successful delivery of the project.</p> <p>21.2 Minimum 25 % of the number of key personnel proposed by the Bidder, for the Project team, (for the positions given under (a) to (g) below) shall be Citizens of Sri Lanka.</p> <p>21.3 Any Foreign personnel proposed for the project shall work on the project for a minimum of 50 % of assigned mandays on-site in the Purchasers Country. Remaining 50 % of assigned man days may be attended off-site/ on-line.</p> <p>21.4 Scoring for Key Personnel will be done as per Clause 1.4.2 of Section 3.</p> <p>a) Project Manager</p> <p>The Project Manager shall have at least 6 years of working experience and minimum of 2 ERP project End-to-end implementation experiences as a Project Manager.</p> <p>Also requires academic qualification of Bachelor or equivalent degree in relevant subject area and Masters in Business</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>Administration and/ or a professional Project Management Certificate.</p> <p>The CV of the proposed Project Manager for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage.</p> <p>b) Solution Architect</p> <p>The Solution Architect must have more than 03 years of experience in similar ERP projects as an overall solution architect and he/she must have worked in at least two (02) end-to-end projects of similar nature and complexity.</p> <p>Also requires academic qualification of Bachelor or equivalent degree in relevant subject area</p> <p>The CV of the proposed Solution Architect for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage</p> <p>c) Functional Consultants – Minimum 11 persons</p> <p>Supplier shall provide at least One Functional Consultant per module/function for the Purchaser (as listed below), each functional consultant having at least two (2) ERP End-to-end implementation experience in the relevant functional area:</p> <ol style="list-style-type: none"> i. Finance ii. Procurement and Inventory iii. Project Management iv. Workflow & Document Management v. BI & Reporting vi. Human Resource Management vii. Fleet Management viii. Asset Maintenance ix. Maintenance Management x. Fuel Management xi. Billing and Collection xii. Customer Relationship Management System xiii. Energy Management xiv. Meter Data Management

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>Also requires academic qualification of Bachelor or equivalent degree in relevant subject area and professional experience of minimum 3 years' experience as ERP functional consultant.</p> <p>The CV of the proposed functional consultant for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage</p> <p>d) Technical Consultants</p> <p>The Supplier shall provide technical consultants required for programming, System & Database Administration, report writing, testing, data migration etc. as required for the successful implementation of the project. Each technical consultant shall have more than three (03) years of experience as Technical Consultant and at least 2 end-to-end ERP system implementation experiences.</p> <p>e) Database Administrator</p> <p>The Database Administrator (Data handling, migration and conversion Lead of the project) must have more than three (3) years of experience in similar roles in his/her domain of expertise in two (02) end-to-end projects involving the implementation of core business systems.</p> <p>Also required academic qualification of Bachelor or equivalent degree in relevant subject area</p> <p>The CV of the proposed Database Administrator for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage</p> <p>f) Software Engineers/Developers</p> <p>The Software Engineer/Developer Technical Lead must have more than three (3) years of experience in similar roles in his/her domain of expertise. He/she must have worked in at least two (2) projects of similar nature and complexity.</p> <p>Also requires academic qualification of Bachelor or equivalent degree in relevant subject area</p> <p>The CV of the proposed Software Engineer/Developer for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage.</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>g) Quality Assurance Lead</p> <p>The Quality Assurance Lead must have more than three (3) years of experience in similar roles in his/her domain of expertise. He/she must have worked in at least two (2) projects of similar nature and complexity.</p> <p>Also requires academic qualification of Bachelor or equivalent degree in relevant subject area</p> <p>The CV of the proposed Quality Assurance Lead for the Purchaser will be verified by the Technical Evaluation Committee of the Purchaser during evaluation stage</p> <p>21.5 All the proposed manpower of the Supplier for the ERP implementation for the Project must have a Bachelor or equivalent degree in the relevant subject areas.</p> <p>21.6 The Supplier shall submit details of all proposed personnel of the proposed project team in its Technical Bid in accordance with Form Q8 and Q9 of Section 4.</p>
22	Solution Assurance by Quality Review Group	<p>22.1 The ERP implementation at the Purchaser's is to be monitored by the Quality Review Group for ensuring smooth and timely implementation as per the requirement of the Purchaser.</p> <p>22.2 Supplier shall provide details of the Quality Assurance Plan envisaged for the implementation of the ERP system in the project plan. A Quality Review Group shall be constituted which will comprise of representatives from the Purchaser and the Supplier.</p>
23	Organization Change Management	<p>23.1 The purpose of Organization Change Management is to ensure that the Purchaser achieves the expected results from its investment in ERP technology in a short span of time.</p> <p>23.2 As part of this service, Supplier will work closely with the Purchaser's core team in introducing the change processes, stressing the importance of organizational alignment, and introducing the necessary tools and techniques needed to address issues in the Organization.</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
24	Process Improvement	<p>24.1 Process Improvement will be done to enable the Purchaser to adopt some of the best practices embedded in the ERP system. The areas that can bring maximum benefits will be identified by the Supplier in close coordination with the Purchaser's process owners.</p> <p>24.2 The Supplier's team needs to work closely with the Purchaser's core team to translate this into a set of processes that can be implemented in ERP. In order to do this, the Supplier will also bring in knowledge of the best practices adopted by other world-class organizations to the Purchaser's implementation.</p>
25	Quality Audit by the OEM	<p>25.1 The Supplier shall ensure to depute consultants from OEM during the preparation of business blueprints & Go-Live phase on mutually agreed dates at the Purchaser's site for ensuring smooth and proper implementation of the ERP system at the Purchaser's site.</p> <p>25.2 The OEM shall submit two Audit Reports/Audit Observations on the ERP implementation to the Purchaser. These two reports shall be submitted, one after the business blueprint and the other before the Go-Live of the ERP system.</p> <p>25.3 The envisaged responsibilities of the OEM for the ERP implementation project at the Purchaser's, are as follows:</p> <ul style="list-style-type: none"> • Review Business Blueprint Documents prepared by the Supplier • Review Go-Live parameters/ readiness for the ERP implementation
26	Project Management Guidelines	<p>26.1 The project will be governed by a Steering Committee that consists of members appointed by the Purchaser, member(s) of Supplier and Quality Review group. Purchaser will approve the constitution of the Steering Committee at the commencement of the project.</p>

Item No	Name of IT Tasks related to the Project	Descriptions of the relevant activity & deliverable of quantities and methods
		<p>26.2 Supplier shall be responsible for “Go-Live” as per the agreed schedule and output from the deliverables in each Phase.</p> <p>26.3 Purchaser shall appoint a Project Management Unit (PMU) who shall co-manage the Project together with the Project Manager appointed by the Supplier and drive the Project to successful completion.</p> <p>26.4 Supplier, in coordination with the Purchaser’s PMU, shall execute the detailed design/configuration/testing and all other aspects of implementation.</p> <p>26.5 Deployment of resources by the Supplier in the Project is subject to acceptance of the quality of such resources by the Purchaser. For any replacement / addition of resources, the Supplier shall give four weeks advance notice to the Purchaser. Further, during the course of the Project, if the Purchaser finds any resource unsuitable, they shall have the right to de-list the resource from the Project after due deliberations with the Supplier immediately and provide one month for appropriate replacements.</p> <p>26.6 All the deliverables of the Supplier will be subjected to quality review under Quality Assurance by the Quality Review group.</p> <p>26.7 In all the activities of implementation, the Supplier’s Project Team shall bring in expert Inputs and guide the Project. The Purchaser’s Project Team shall actively participate along with the Supplier in carrying out the required activities.</p>

3. Project Deliverables, Completion Period and Obligations

Item No	Item	Description of activity, deliverables or task
01	Prime Functional Requirements of the Purchaser	<p>The following modules are covered under the Scope of ERP & CIS implementation:</p> <ol style="list-style-type: none"> i. Finance ii. Procurement & Inventory iii. Project Management iv. Workflow & Document Management v. Human Resources Management vi. BI & Reporting vii. Fleet Management viii. Asset Management ix. Maintenance Management x. Fuel Management xi. Customer Information System (Includes Billing & Collection, Meter Data Management, CRM and Energy Management). <p>Functional Requirement Specification (FRS) for the above listed modules are given under paragraph 4, “Technical Specification” of Section 6. (Volume 2 of 2)</p>
02	Other Functions	<p>In order to support the prime functions, the ERP should also cover the following functions mentioned in the Non-Functional Requirement Specifications:</p> <ul style="list-style-type: none"> • Provision or ability to interface with GIS, SCADA, Enterprise Portal, Billing & Collection and other purchaser deployed legacy systems etc. with the proposed system.
03	Go-Live of the ERP system	<p>All the functions as mentioned above item no. 1 & 2 shall be implemented in the entire organization in a phased approach.</p>
04	Geographic Scope of the ERP system	<p>1.6 The ERP solution will be implemented organization wide at the Purchaser’s Sites comprising of the Corporate Office at No. 50, Chitthampalam Gardinar Mawatha, Colombo 02, Divisional Offices, Provincial Offices, Branch Offices and Customer Service Centers spread across Sri Lanka.</p> <p>1.7 Scope does not include overseas or internal locations beyond Sri Lankan boundaries.</p>

		<p>1.8 The geographical scope for ERP implementation can be extended if any new office/site is set up by the Purchaser during the implementation Phase. Also, provision is required to be kept under the ERP Implementation project to include new project site envisaged in the future.</p>
05	Deliverables	<p>Supplier shall be required to follow milestone based deliverables for the ERP Implementation process.</p> <ol style="list-style-type: none"> 1. Project Implementation Plan 2. ERP System Blueprint (Solution design document) 3. Training Plan & Delivery Schedule 4. Delivery of Application Software, System Software, hardware & all IT related components 5. Installation & Installation Acceptance of Application Software, System Software, hardware & all IT related components 6. Issuance of User Acceptance of Application Software, System Software, hardware & all IT related components 7. Training Completion certification and submission of user manual & documentation 8. Go-Live of the specific module 9. Issuance of Final Acceptance of the complete solution 10. Completion of Warranty terms and signing the maintenance agreements.
06	Completion Period	<ol style="list-style-type: none"> 6.1 The completion period for Phase I scope of work as provided in the Contract shall be 25 months from the date of signing of Contract for the Project. 6.2 On substantial completion of Phase I, at the discretion of the Purchaser, the Contract Agreement for the Phase II will be issued. It is expected to complete Phase II activities within 21 months period from the date of commencement. 6.3 Expected total project duration is 39 months from Project Kick-Off. 6.4 The Kick-Off meeting: Formal Project Kick-off and inauguration will take place in Colombo once the Contract is awarded. The goal shall be to orient and align both the

		<p>Purchaser and the Supplier about Project expectations and to communicate Project goals and objectives.</p> <p>6.5 The tasks that are provided in the document and under deliverables but not listed in the delivery schedule are to be performed by the Supplier in such a manner that it will not affect the Project schedule.</p>
07	Product Upgrades	<p>7.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its Bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to Change Management (Changes to the System).</p> <p>7.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to Change Management (Changes to the System).</p> <p>7.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Support and Maintenance Costs tables in its bid.</p> <p>7.4 During the Warranty Period, unless otherwise specified in the SCC, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.</p>

		<p>7.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavours to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.</p>
<p>8</p>	<p>Defect Liability</p>	<p>8.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Functional Requirements Specifications or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</p> <p>8.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfil the Functional Requirements Specifications.</p> <p>8.3 The Warranty Support period shall commence from the date of Go-Live of each module in Project Phases (or of any major component or Subsystem for which separate User Acceptance is provided and started Go-Live for in the Contract).</p>

		<p>8.4 If during the Warranty Period any defect as described in GCC Clause 28.4 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.</p> <p>8.5 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> (a) improper operation or maintenance of the System by the Purchaser; (b) normal wear and tear; (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Functional Requirements Specifications, or approved by the Supplier; or (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
<p>9</p>	<p>Functional Guarantee</p>	<p>9.1 The Supplier guarantees that, once the User Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Functional Requirements Specifications and it conforms to all other aspects of the Contract.</p> <p>9.2 If, for reasons attributable to the Supplier, the System does not conform to the Functional Requirements Specifications or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Functional Requirements Specifications and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the</p>

		<p>Purchaser to repeat the User Acceptance Tests until the System achieves User Acceptance.</p> <p>9.3 If the System (or modules) fails to achieve User Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 35.1, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 18.2 in compensation for the extra costs and delays likely to result from this failure.</p>
10	Intellectual Property Warranty	<p>The Supplier hereby represents and warrants that:</p> <p>(a) the System as supplied, installed, tested, and accepted;</p> <p>(b) use of the System in accordance with the Contract;</p> <p>and copying of the Software and Materials provided to the Purchaser in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System</p>
11	Insurance to be Taken Out by the Supplier	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Sri Lanka by the Supplier or its Personnel or any Sub-Contractor or their Personnel. This refers only to motor vehicles operated by the Supplier, for the purpose of the Contract.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs.2,000,000 per event with unlimited number of events;</p> <p>(c) Professional liability insurance, with a minimum coverage to the value of the Contract;</p> <p>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

		<p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any documents prepared by the Supplier in the performance of the Services.</p> <p>(f) The Supplier shall provide Insurance certificates or a certificate of confirmation of compliance for insurance for above.</p>
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4. Technical Specifications

Please refer Volume 2 of 2 for following detailed information.

1. Annexure A – (Form T9) Functional Requirement Specification
2. Annexure B – (Form T10) Non-Functional Requirement Specification
3. Annexure C – Present Volumetric Information
4. Annexure D – Present Application System Information
5. Annexure E – Purchasers Current Organizational Structure

Volume 2 of 2 consists of Form T9 - FRS and Form T10 - Non-FRS, Present Volumetric Information & Present Application System Information documents.

The Bidders shall fill the blanks included in Form T9 & T10, which are listed under this section.

Further the Bidder must use the same formats and the sequence as specified in the document and no alterations are allowed.

5. Project Related Additional Definitions

5.1 Project related Definitions The following words and definitions shall have the meaning hereby assigned to them:

5.1.1 Contract Elements

- (a) "Functional Requirements Specifications" means the Functional Requirements Specifications Section of the Bidding Documents.
- (b) "Implementation Schedule" means the Implementation Schedule of the Functional Requirements Specifications.
- (c) "Letter of Commencement" means the formal notification to commence the relevant project activities mentioned under the Project Contract document signed between purchaser and supplier.

- (d) “Supplier’s Bid” means the completed Bidding Document submitted by the Supplier to the Purchaser.

5.1.2 Entities

- (a) “Project Director” means the person appointed by the Purchaser to perform the duties delegated by the Purchaser.
- (b) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract or otherwise approved by the Purchaser to perform the duties delegated by the Supplier.
- (c) “Supplier” means the firm or Joint Venture/ Consortium entity whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract.

5.1.3 Scope

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Supplier forming part of his Bid;
- (b) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System identified in the Contract and other Software as the parties may agree in writing to be Application Software.
- (c) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- (d) “Custom Software” means Software identified in the Contract and such other Software as the parties may agree in writing to be Custom Software.
- (e) “Enterprise Resource Planning System,” also called “the ERP System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
- (f) “General-Purpose Software” means Software that supports general-purpose office and software development activities

identified in the Contract and other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

- (g) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
- (h) “Information Technologies” means all information processing and communications related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (i) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (j) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (k) “Project” means Supply, Delivery, Installation, Customization, Data-migration, Integration, Implementation and Maintenance of Integrated Enterprise Resource Planning System for Ceylon Electricity Board, Sri Lanka
- (l) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (m) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

- (n) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Supplier to the Purchaser.
- (o) “Standard Materials” means all Materials not specified as Custom Materials.
- (p) “Standard Software” means Software identified in the Contract and other Software as the parties may agree in writing to be Standard Software.
- (q) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- (r) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (s) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components identified in the Contract, and other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (t) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Purchaser. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

5.1.4 Activities

- (a) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning.
- (b) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Functional Requirements Specifications that are to be carried out by the Supplier in preparation for Commissioning of the System.

- (c) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier, for the purpose of carrying out User Acceptance Test(s).
- (d) “User Acceptance Tests” means the tests specified in the Functional Requirements Specifications and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Functional Requirements Specifications and Agreed and Finalized Project Plan.
- (e) “User Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts).
- (f) “Go-Live” means the time which implemented application software move from test environment to production environment where system officially and formally available to users who can then initiate transactions in the new system.

5.1.5 Place and Time

- (a) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract.
- (b) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
- (c) “Month” means calendar month.
- (d) “Year” means twelve (12) consecutive Months.
- (e) “Day works” means varied work inputs subject to payment on a time basis for the Supplier’s employees and equipment, in addition to payments for associated materials and administration.
- (f) “Effective Date” means the date of fulfillment of all conditions specified in the Contract (Effective Date for Determining Time for Achieving User Acceptance) of the Contract, for the purpose of determining the Delivery, Installation, and User Acceptance dates for the System or Subsystem(s).
- (g) “Completion Date” means the date of completion of the Services by the Supplier as certified by the Purchaser.
- (h) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System.
- (i) “Defect Liability Period” means the period of validity of the Stabilization Support period given by the Supplier commencing at date of Go-Live of the System or

Subsystem(s), during which the Supplier is responsible for defects with respect to the System.

- (j) “The Post-Warranty Services Period” means the number of years **defined in this Section** following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).
- (k) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

End of Section 6

PART III – CONDITIONS OF CONTRACT & CONTRACT FORMS

Section 7: General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the IT products from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
- (h) “GCC” means the General Conditions of Contract.
- (i) “IT products” 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.
- (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (k) “Purchaser” means the entity purchasing the IT products and services, as specified in the SCC.
- (l) “Services” means the services incidental to the supply of the IT products, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to

whom any part of the IT products to be supplied or execution of any part of the services is subcontracted by the Supplier.

(o) “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 Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) “ADB” is the Asian Development Bank.

(q) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- v. “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- vi. “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities,

- contractual obligations, or compliance with applicable laws and regulations;
- vii. “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and
- viii. “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.

will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate⁶ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

⁶ Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

being available to be interviewed and replying fully and truthfully to all questions asked;

providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 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.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 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 the language specified in the SCC. 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 the SCC, 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.

6. Joint Venture

6.1 If the Supplier is a Joint Venture 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. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All IT products and services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, “country of origin” means the country where the IT products have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

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 Purchaser’s country, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Requirements

11.1 Subject to the SCC, the IT products and services to be supplied shall be as specified in Section 6 (Schedule of Requirements).

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the

Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the IT products and services as if such items were expressly mentioned in the Contract.

- 12. Delivery** 12.1 Subject to GCC Sub clause 33.1, the Delivery of the IT products and Completion of the services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Requirements). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the IT products and services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of IT products and services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub clause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the IT products delivered and the services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the IT products delivered and services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties** 17.1 For IT products supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp

duties, license fees, and other such levies imposed outside the Purchaser's country.

17.2 For IT products supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted IT products to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

18.2 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.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 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.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an

undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 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 design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the IT products and services comply with the technical specifications and other provisions of the 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) The IT products and services supplied under this Contract shall conform to the standards mentioned in Section 6 (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 country of origin of the IT products.

22.2 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 Section 6 (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 GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the IT products as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the IT products and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the IT products supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the IT products shall be in accordance with the Incoterms specified in Section 6 (Schedule of Requirements).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the IT products and services as are specified in Section 6 (Schedule of Requirements).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the IT products, or in another place in the

Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, 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.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, 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.
- 26.4 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.
- 26.5 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 IT products comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any IT products 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 IT products 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 GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the IT products or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the IT products or perform the services within the period specified in the Contract, the Purchaser may without

prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the IT products 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.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the IT products 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.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the IT products, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 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.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective IT products or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual

property right registered or otherwise existing at the date of the Contract by reason of

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

Such indemnity shall not cover any use of the IT products 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 IT products 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.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, 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.

29.3 If the Supplier fails to notify the Purchaser within 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.

29.4 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.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

- (a) neither party shall be liable to the other party 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 amount specified in the SCC, 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.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 GCC Clause 15.

32. Force Majeure

32.1 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.

32.2 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.

32.3 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC 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 IT products 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 services to be provided by the Supplier.

33.2 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 and 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 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any 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.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the IT products or completion of services pursuant to GCC 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.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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 IT products within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

- (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC 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 GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, IT products and services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar IT products and services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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.

35.3 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.
- (b) The IT products that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining IT products, 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 IT products and services and for materials and parts previously procured by the Supplier.

- 36. Assignment** 36.1 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.
- 37. Respectful Work Environment** 37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.
- 37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

End of Section 7

Section 8: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1	<p>The following List of definitions shall be added as additional definitions to GCC 1.1.</p> <p>(a) “Local Currency” means the currency of the country of the Purchaser;</p> <p>(b) “Supplier’s Bid” means the completed Bidding Document submitted by the Supplier to the Purchaser.</p> <p>(c) “Adjudicator” means the person appointed in “Dispute Adjudication Board” which may consists of 3 persons, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties.</p> <p>(d) “Member,” in case the Supplier consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity unless specified in the SCC to act on their behalf in exercising all the Supplier ’ rights and obligations towards the Purchaser under this Contract;</p> <p>(e) “Party” means the Purchaser or the Supplier , as the case may be, and “Parties” means both of them;</p> <p>(f) “Personnel” means persons hired by the Supplier or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof</p> <p>(g) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract or otherwise approved by the Purchaser to perform the duties delegated by the Supplier.</p> <p>(h) “Supplier” means the firm or joint venture entity whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract.</p> <p>(i) “Government” means the government described in the SCC.</p> <p>(j) “Tax” has the meaning given the term “Taxes and Contributions” in the Contract.</p>
GCC 1.1(j)	The Purchaser’s country is: Sri Lanka
GCC 1.1(k)	The Purchaser is: Ceylon Electricity Board
GCC 1.1 (q)	<p>The Site is: CEB sites spread around in Sri Lanka</p> <p>The additional definitions (Annexure 3)</p>

GCC 4.2 (b)	The version of Incoterms shall be: The current Incoterms edition.
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Purchaser’s address shall be: Additional General Manager (Corporate strategy) No 50, Sir Chittampalam A Gardiner Mawatha 06 th Floor Colombo 02 ZIP code:00200 Country: Sri Lanka Telephone: 94112333068/69 Fax: 94112333067 E-mail: agmcs@ceb.lk
GCC 9.1	The governing law shall be: Laws of Democratic Socialist Republic of Sri Lanka.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: Parties shall refer disputes to Adjudication /Arbitration procedure as stated in Annexure 1 and Annexure 2 of Section 8. <u>For a contract with a Foreign Supplier:</u> “In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. Place of arbitration: Singapore <u>For a contract with a Local Supplier:</u> Any dispute between the Purchaser and the Supplier who is a national of the Purchaser’s country arising in connection with the preset contract shall be referred to arbitration in accordance with arbitration Act no 11 of 1995 of Sri Lanka as amended. Place of arbitration: Sri Lanka

GCC 11.1	<p>The Scope of Requirements shall be defined in: Section 6</p> <p>Purchaser shall procure both Phases through a single Supplier. Therefore, bidders who wishes to bid for this OCB shall bid for Phase I and Phase II together. Bidders who bid only for Phase I or Phase II shall be considered nonresponsive and the relevant bid will be rejected.</p> <p>The Purchaser shall award both Phase I and Phase II to a single Supplier. Initially Contract will be signed for Phase I. Contract for Phase II will be signed in line with ITB 46, subject to meeting the following;</p> <ul style="list-style-type: none"> (i) The Supplier shall substantially complete the scope of work of the Phase I, as specified in Clause 2.16 of paragraph 2, “List of Information Technology Tasks related to the Project” of Section 6, to the satisfaction of the Purchaser within the predetermined Delivery and Installation period; and (ii) The Purchaser, on its discretion, issue the Contract Agreement for Phase II, to the selected Supplier on the compliance with the item (i) above.
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For IT products supplied from abroad as per Incoterms CIF or CIP:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of IT Products, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (a) 3 copies of the Supplier’s invoice showing the description of the IT products, quantity, unit price, and total amount; (b) original and 3 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 3 copies of nonnegotiable bill of lading; (c) 3 copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer’s or Supplier’s warranty certificate; (f) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (g) certificate of origin. <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the IT products at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For IT products from within the Purchaser’s country as per Incoterm EXW:</p> <p>Upon delivery of the IT products to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p>

	<p>(a) copies of the Supplier’s invoice showing the description of the IT products, quantity, unit price, and total amount;</p> <p>(b) delivery note, railway receipt, or truck receipt;</p> <p>(c) Manufacturer’s or Supplier’s warranty certificate;</p> <p>(d) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(e) certificate of origin.</p> <p>The Purchaser shall receive the above documents before the arrival of the IT products and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	<p>The price adjustment shall be: Prices shall not be adjusted after signing of the contract unless the Scope of Work changed and agreed between both parties.</p>
GCC 16.1	<p>Subject to the provisions of GCC Clause 16 (Terms of Payment), the Purchaser shall pay the Contract Amount to the Supplier as specified below.</p> <p><u>A. Payments For Phase I:</u></p> <p>The payments below are applicable for payments under Phase I.</p> <p>(a) Advance Payment (Phase I):</p> <p>20% of the Contract Price of the Phase I will be paid against receipt of a claim accompanied by an Advance Payment Guarantee for the same amount valid until the completion of Phase I. Advance Payment Guarantee shall be in the form as specified in Section 9 (Contract Forms).</p> <p>(b) Payment related to Software Licenses, Software Subscriptions and other Application Software (Phase I):</p> <p>Software Licenses, Software Subscriptions and other Application Software related prices of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <p>(i) Thirty percent (30%) of the Software Licenses, Software Subscriptions and other Application Software related prices for each module in the Project Phase I shall be paid on acceptance of the modular wise business blue prints by the Purchaser;</p> <p>(ii) Thirty percent (30%) of the Software Licenses, Software Subscriptions and other Application Software related Price for each module in the project Phase I shall be paid on the issuance of the User Acceptance Testing Certificate for each module under Phase I;</p> <p>(iii) Ten per cent (10%) of the Software Licenses, Software subscriptions and other Application Software related price for</p>

	<p>each module in the Project Phase I shall be paid at Go Live of each module;</p> <p>(c) Databases, Middleware, Replication & Backup and Client Access Licenses (Phase I): Databases, Middleware, Replication & Backup and Client Access Licenses related components required for the activities of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none">(i) Forty percent (40%) of the price related to Databases, Middleware, Replication & Backup and Client Access Licenses of Phase I shall be paid upon delivery of relevant components required for the activities of Phase I.(ii) Twenty percent (20%) of the price related to Databases, Middleware, Replication & Backup and Client Access Licenses of Phase I shall be paid upon issuance of the Installation Certificate of Phase I ;(iii) Ten percent (10%) of the price of Databases, Middleware, Replication & Backup and Client Access Licenses of Phase I shall be paid at Go Live of Phase I; <p>(d) Information and Communication Technology (ICT) Components (Phase I): Hardware, System Software, Database and IT infrastructure related components required for the activities of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none">(i) Thirty percent (30%) of the ICT Components price related to each ICT Component of Phase I shall be paid upon delivery of relevant hardware, System Software and IT infrastructure related components required for the activities of Phase I.(ii) Twenty percent (20%) of the ICT components price related to each ICT Component of Phase I shall be paid upon issuance of the Installation Certificate to each ICT component of Phase I ;(iii) Twenty percent (20%) of the ICT components price related to each ICT Component of Phase I shall be paid on issuance of the User Acceptance Testing Certificate for each module under Phase I; <p>(e) Implementation and Commissioning of Application Systems (ERP, CIS and Any Other Software) (Phase I):</p>
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	<p>Implementation and Commissioning of Application Systems related price of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Implementation and Commissioning price related to each module of Phase I shall be paid on acceptance of the Implementation Project Plan of each module; (ii) Ten percent (10%) of the Implementation and Commissioning price related to each module of Phase I shall be paid on Acceptance of the Solution Design Document of each module; (iii) Twenty percent (20%) of the Implementation and Commissioning price related to each module of Phase I shall be paid on issuance of the User Acceptance Testing Certificate of each module; (iv) Thirty percent (30%) of the Implementation and Commissioning price related to each module of Phase I shall be paid at Go Live of each module. <p>(f) Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration (Phase I)</p> <p>Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration related price of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Implementation and Services price quoted for each service item of Phase I shall be paid on acceptance of the Implementation Project Plan; (ii) Ten percent (10%) of the Implementation and Services price quoted for each service item of Phase I shall be paid on Acceptance of the Solution Design Document; (iii) Twenty percent (20%) of the Implementation and Services price quoted for each service item of Phase I shall be paid on issuance of the User Acceptance Testing Certificate; (iv) Thirty percent (30%) of the Implementation and Services price quoted for each service item of Phase I shall be paid at Go Live. <p>(g) Training and Capacity Building (Phase I):</p> <p>Training and Capacity Building related price of Phase I shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Training and Capacity Building related price of Phase I shall be paid on acceptance of the modular wise final Training Plan for Phase I; (ii) Thirty percent (30%) of the Training and Capacity Building related price of Phase I shall be paid on issuance of a Training Completion Certificate and submission of all related training
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	<p>and user manuals and documentation for the training carried out to functional and Technical level team members.</p> <p>(iii) Thirty percent (30%) of the Training and Capacity Building related price of Phase I shall be paid on issuance of a Training Completion Certificate and submission of all related training and user manuals and documentation for the training carried out to end users of the system.</p> <p>(h) Other Administrative Expenses (Phase I):</p> <p>(i) Twenty percent (20%) of the Other Administrative Expenses related price of Phase I shall be paid after six (6) months from the effective date of the Contract;</p> <p>(ii) Twenty percent (20%) of the Other Administrative Expenses related price of Phase I shall be paid after twelve (12) months from the effective date of the Contract;</p> <p>(iii) Thirty percent (30%) of the Other Administrative Expenses related price of Phase I shall be paid after eighteen (18) months from the effective date of the Contract.</p> <p>(i) Final payment (Phase I):</p> <p>Ten percent (10%) of the Contract Price of Phase I will be paid on issuance of the Final Acceptance Certificate after Stabilization Support Period of all modules in Phase I.</p> <p><u>B. Payments For Phase II:</u></p> <p>The payments below are applicable for payments under Phase II.</p> <p>(a) Advance Payment (Phase II):</p> <p>20% of the Contract Price of the Phase II will be paid upon issuance of Letter of Commencement of Phase II, against receipt of a claim accompanied by an Advance Payment Guarantee for the same amount valid until the completion of Phase II. Advance Payment Guarantee shall be in the form as specified in Section 9 (Contract Forms).</p> <p>(b) Payment related to Software Licenses, Software Subscriptions and other Application Software (Phase II):</p> <p>Software Licenses, Software Subscriptions and other Application Software related prices of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <p>(i) Thirty percent (30%) of the Software Licenses, Software Subscriptions and other Application Software related prices for each module in the Project Phase II shall be paid on acceptance of the modular wise project plan and business blue prints by the Purchaser;</p>
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	<p>(ii) Thirty percent (30%) of the Software Licenses, Software Subscriptions and other Application Software related Price for each module in the project Phase II shall be paid on the issuance of the User Acceptance Testing Certificate for each module under Phase II;</p> <p>(iii) Ten per cent (10%) of the Software Licenses, Software subscriptions and other Application Software related price for each module in the Project Phase II shall be paid at Go Live of each module;</p> <p>(c) Databases, Middleware, Replication & Backup and Client Access Licenses (Phase II): Databases, Middleware, Replication & Backup and Client Access Licenses related components required for the activities of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <p>(i) Forty percent (40%) of the price related to Databases, Middleware, Replication & Backup and Client Access Licenses of Phase II shall be paid upon delivery of relevant components required for the activities of Phase II.</p> <p>(ii) Twenty percent (20%) of the price related to Databases, Middleware, Replication & Backup and Client Access Licenses of Phase II shall be paid upon issuance of the Installation Certificate of Phase II ;</p> <p>(iii) Ten percent (10%) of the price of Databases, Middleware, Replication & Backup and Client Access Licenses of Phase II shall be paid at Go Live of Phase II;</p> <p>(d) Information and Communication Technology (ICT) Components (Phase II): Hardware, System Software, Database and IT infrastructure related components required for the activities of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <p>(i) Thirty percent (30%) of the ICT Components price related to each ICT Component of Phase II shall be paid upon delivery of relevant hardware, System Software and IT infrastructure related components required for the activities of Phase II.</p> <p>(ii) Twenty percent (20%) of the ICT components price related to each ICT Component of Phase II shall be paid upon issuance of the Installation Certificate to each ICT component of Phase II ;</p> <p>(iii) Twenty percent (20%) of the ICT components price related to each ICT Component of Phase II shall be paid on issuance of the User Acceptance Testing Certificate for each module under Phase II;</p> <p>(e) Implementation and Commissioning of Application Systems (ERP, CIS and Any Other Software) (Phase II):</p>
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	<p>Implementation and Commissioning of Application Systems related price of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Implementation and Commissioning price related to each module of Phase II shall be paid on acceptance of the Implementation Project Plan of each module; (ii) Ten percent (10%) of the Implementation and Commissioning price related to each module of Phase II shall be paid on Acceptance of the Solution Design Document of each module; (iii) Twenty percent (20%) of the Implementation and Commissioning price related to each module of Phase II shall be paid on issuance of the User Acceptance Testing Certificate of each module; (iv) Thirty percent (30%) of the Implementation and Commissioning price related to each module of Phase II shall be paid at Go Live of each module. <p>(f) Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration</p> <p>Database, Middleware, Replication & Backup, Software Implementation Services and Data Migration related price of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Implementation and Services price quoted for each service item of Phase II shall be paid on acceptance of the Implementation Project Plan; (ii) Ten percent (10%) of the Implementation and Services price quoted for each service item of Phase II shall be paid on Acceptance of the Solution Design Document; (iii) Twenty percent (20%) of the Implementation and Services price quoted for each service item of Phase II shall be paid on issuance of the User Acceptance Testing Certificate; (iv) Thirty percent (30%) of the Implementation and Services price quoted for each service item of Phase II shall be paid at Go Live. <p>(g) Training and Capacity Building (Phase II):</p> <p>Training and Capacity Building related price of Phase II shall be paid by the Purchaser to the Supplier as below:</p> <ul style="list-style-type: none"> (i) Ten percent (10%) of the Training and Capacity Building related price of Phase II shall be paid on acceptance of the modular wise final Training Plan for Phase II; (ii) Thirty percent (30%) of the Training and Capacity Building related price of Phase II shall be paid on issuance of a Training Completion Certificate and submission of all related training
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	<p>and user manuals and documentation for the training carried out to functional and Technical level team members.</p> <p>(iii) Thirty percent (30%) of the Training and Capacity Building related price of Phase II shall be paid on issuance of a Training Completion Certificate and submission of all related training and user manuals and documentation for the training carried out to end users of the system.</p> <p>(h) Other Administrative Expenses (Phase II):</p> <p>(i) Twenty percent (20%) of the Other Administrative Expenses related price of Phase II shall be paid after six (6) months from the date of Letter of Commencement of Phase II;</p> <p>(ii) Twenty percent (20%) of the Other Administrative Expenses related price of Phase II shall be paid after twelve (12) months from the date of Letter of Commencement of Phase II;</p> <p>(iii) Thirty percent (30%) of the Other Administrative Expenses related price of Phase II shall be paid after eighteen (18) months from the effective date of the Contract.</p> <p>(i) Final payment (Phase II):</p> <p>Ten percent (10%) of the Contract Price of Phase II will be paid on issuance of the Final Acceptance Certificate after Stabilization Support Period of all modules in Phase II.</p> <p>Note: Separate annual payments will be paid under License Maintenance Contract (LMC), Application Maintenance Contract (AMC) and Annual Maintenance Support (AMS) Agreements related to Phase I and Phase II for the prices quoted in the Price Schedules for Recurrent Costs, at the expiry of the warranty and stabilization support period of each Phase.</p> <p><u>C. Method of Payment:</u></p> <p>The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.</p> <p>Payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents.</p>
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	<p>For goods and services supplied locally, payments shall be made in the currency of the Purchaser's country.</p> <p>In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) “ 6 months LIBOR +0.5%” for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
GCC 16.4	The currencies for payments shall be US Dollars and Sri Lanka Rupees
GCC 17	<p>Amounts payable by the Purchaser to the Supplier under the contract is subjected to prevailing applicable laws on local taxation. For details, please refer to Inland Revenue Department web site; http://www.ird.gov.lk. The Purchaser shall bear and promptly pay all customs and import duties as well as Value Added Tax (VAT) imposed by the law of the country where the site is located. The Supplier is advised to be aware of their liabilities within the current Inland Revenue Act of Sri Lanka.</p> <p>For the purpose of the contract, it is agreed that Contract Price specified in Letter of Bid is based on the taxes, duties, levies and charges prevailing at the date 28 days prior to the date of Deadline for Bid Submission in the country where the site is located. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the contract, which was or will be assessed on the Supplier in connection with performance of the contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.</p>

GCC 18.1	<p>Performance Security for Phase I of the Project :</p> <p>The Supplier shall provide a Performance Security of 10% percent of the Contract Price for Phase I , valid for a period of three (03) years</p> <p>Upon user acceptance of the activities of Phase I, the Performance Security shall be reduced to 5% of Contract Price of Phase I, and be extended for an appropriate period to cover the remaining warranty obligations of the Supplier.</p> <p>Performance Security for Phase II of the Project :</p> <p>The Supplier shall, within 28 days of issuance of the Contract Agreement for Phase II by the Purchaser, provide a Performance Security of 10% percent of the Contract Price for Phase II, valid for a period of two (02) years.</p> <p>Upon user acceptance of the activities of Phase II, the Performance Security shall be reduced to 5% of Contract Price of Phase II, and be extended for an appropriate period to cover the remaining warranty obligations of the Supplier.</p> <p>The Performance Security shall be denominated in the currencies of the Contract.</p>
GCC 18.3	<p>The forms of acceptable Performance Security are:</p> <p>A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier's or certified check, or cash.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place:</p> <p>The Performance Security will be discharged once all the obligations of the Supplier have been fulfilled including but not limited to any obligations during the warranty period and any extensions to the period.</p>
GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>None</p>
GCC 25.1	<p>Obligations for transportation of the IT products shall be in accordance with:</p> <p>Incoterms</p>
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Requirements), shall be carried out as agreed at the Contract negotiations.</p>
GCC 27.1	<p>The applicable rate for liquidated damages for delay shall be: 0.05 % per day.</p>

GCC 27.1	The maximum amount of liquidated damages shall be: 10% percent of the Final Contract Price.
GCC 28.3	The period of validity of the Warranty shall be: System Software – 03 years after Go Live Application Software – After Stabilization Period of 01 year Hardware - 03 years after Go Live The place of final destinations shall be: within 25km radius from Colombo City.
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within the time period defined in Section 6 of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 % of the Contract Price

Annexures to SCC

Annexure 1 – Adjudication and Arbitration

In accordance with General Conditions of Contract (GCC) Clause 10.2 and Act No 11 of 1995 of Sri Lanka as amended.

(A) Adjudication

- (a) The parties, within 14 days of the effective date, will agree and appoint an Adjudicator.
- (b) If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the operation of the IT products and services (whether during the progress of implementation or after its achieving operational acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the parties fail to resolve such a dispute or difference by mutual consultation within 14 days after one party has notified the other in writing of the dispute or difference, then, if the Contract in Annexure 2 includes and names an adjudicator (Appointed by the President of Institute of Engineers, Sri Lanka), the dispute shall be referred in writing by either party to the adjudicator, with a copy to the other party.

If there is no adjudicator specified in the Contract, the mutual consultation period stated above shall last 28 days (instead of 14), upon expiry of which either party may move to the notification of arbitration, pursuant to paragraph (B) Arbitration below.

- (c) The adjudicator shall give his or her decision in writing to both Parties within 28 days of a dispute being referred to the adjudicator. If the adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within 56 days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties
- (d) The adjudicator shall be paid an hourly fee at the rate specified in Annexure 2 (Adjudicator) of the Contract below, plus reasonable expenditures incurred in the execution of duties as adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
- (e) Should the adjudicator resign or die or should the Purchaser and the Supplier agree that the adjudicator is not fulfilling his or her function in accordance with the provision of the Contract, a new adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the parties within 28 days, the new adjudicator shall be appointed at the request of either party by the appointing authority specified in the Annexure 2 (Adjudicator) of the Contract, or, if no appointing authority is specified

in the Contract, shall, from this point onward and until the parties may otherwise agree on an adjudicator or an appointing authority, be implemented as if there is no adjudicator.

(B) Arbitration

- (a) If either the Purchaser or the Supplier is dissatisfied with the adjudicator's decision, or if the adjudicator fails to give a decision within 28 days of a dispute being referred to him or her, then the Purchaser or the Supplier may, within 56 days of such reference, give notice to the other party, with a copy of information to the adjudicator, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- (b) Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with paragraph (B)(a), shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the IT products and services.
- (c) Arbitration proceedings shall be conducted in accordance with the rules of procedures specified in the Annexure 2 (Adjudicator) of the Contract.

Notwithstanding any reference to the adjudicator or arbitration in this clause, (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.

Annexure 2 – Adjudicator

Adjudicator in accordance with General Conditions of Contract (GCC) Clause 10.2 and Act No 11 of 1995 of Sri Lanka as amended, the agreed-upon adjudicator is:

Name: [name] Title: [title]

Address: [postal address]

Telephone: [telephone number]

In accordance with GCC Clause 10.2 (Annexure 1), the agreed-upon fees and reimbursable expenses are: Hourly Fees: [hourly fees] Reimbursable Expenses: [list reimbursables]

Pursuant to GCC Clause 10.2 (Annexure 1), if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an adjudicator will be appointed by the appointing authority named in the Special Conditions of Contract (Annexure 1).

End of Section 8

Section 9: Contract Forms

Table of Forms

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Form C1 - Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: *[name of the Bidder]*

Attention: *[insert name of the Bidder's authorized representative]*

Address: *[insert address of the Bidder's authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of the Bidder's authorized representative]*

E-mail Address: *[insert e-mail address of the Bidder's authorized representative]*

This is to notify you of our intention to award the contract *[insert name of the contract and identification number, as given in the Bid Data Sheet]*. You have *[insert number of days as specified in ITB 42.1 of the BDS]* days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

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

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Form C2 - Notification of Award

[On letterhead of the Purchaser]

..... Date.

To: [insert name and address of the Contractor]

Subject: Notification of Award Contract No.

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

You are requested to furnish the Performance Security within 14 days in accordance with
the Conditions of the Contract, using for that purpose, the Performance Security Form
included in Section 9 and Contract Forms of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of the Purchaser:

Form C3 - Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Notification of Award Contract No. [please specify]

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign on behalf of _____

Date _____

Form C4 - Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: *[Name and address of the Purchaser]*

.....

Date: *[Insert date (as day, month, and year)]*

.....

Performance Guarantee No.:

.....

We have been informed that *[name of the supplier]* (hereinafter called “the Supplier”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the execution of *[name of contract and brief description of its products and services]* (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 the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in words]*⁷ *[amount in figures]* 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 Supplier 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 *[date]* day of *[month]*, *[year]*,⁸ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that sub paragraph (ii) of Sub-article 20(a) is hereby excluded.⁹

⁷ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Purchaser.

⁸ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

⁹ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

.....
[Signature(s) and seal of bank (where appropriate)]

If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

Form C5 - Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain IT products and services, viz., *[insert brief description of the it products and services]* and has accepted a Bid by the Supplier for the supply of those IT products and Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Letter of Bid and the Price Schedules submitted by the Supplier;
 - (c) Special Conditions of Contract;
 - (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) General Conditions of Contract;
 - (f) Schedule of Requirements; and
 - (g) any other documents shall be added here.

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.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the IT products and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the IT products 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 *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Form C6 - Advance Payment Security

[insert complete name and number of contract]

To: *[insert complete name of the Purchaser]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of the supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of the guarantor]*, legally domiciled in *[insert full address of the guarantor]* (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[insert date (as day, month, year)]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 *[or ICC Publication No. 758 as applicable]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

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

Duly authorized to sign the security for and on behalf of *[insert seal (where appropriate) and complete name of the guarantor]*

Date: *[insert date of signing]*

If the institution issuing the advance payment security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable

Form C7 - Change Order Procedures and Form

Date: [date]

Loan/Credit Number: [loan or credit number from Invitation for Bids (IFB)]

IFB: [title and number of IFB]

Contract: [name of information technology (IT) products and services or subsystem and number of contract]

General

This section provides samples of procedures and forms for carrying out changes to the IT products and services during the performance of the Contract in accordance with General Conditions of Contract (GCC) Clause 33 of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of requests for change and change orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-*nnn*, commencing CR-001.
- (2) Change Estimate Proposals shall be numbered CN-*nnn*, commencing CN-001.
- (3) Estimate Acceptances shall be numbered CA-*nnn*, commencing CA-001.
- (4) Change Proposals shall be numbered CP-*nnn*, commencing CP-001.
- (5) Change Orders shall be numbered CO-*nnn*, commencing CO-001. On all forms, the numbering shall be determined by the original CR-*nnn*.

Annexes

C7.1 Request for Change Proposal Form

C7.2 Change Estimate Proposal Form

C7.3 Estimate Acceptance Form

C7.4 Change Proposal Form

C7.5 Change Order Form

C7.6 Application for Change Proposal Form

The price for the changes related to implementation services exclude to the Contract Agreement will be calculated in accordance to the Form P1 – Project Rate Card.

C7.1 Request for Change Proposal Form (Purchaser)

(Purchaser's Letterhead)

Date: *[date]*

Loan/Credit Number: *[loan or credit number from Invitation for Bids (IFB)]*

IFB: *[title and number of IFB]*

Contract: *[name of information technology (IT) products and services or subsystem or number of Contract]*

To: *[name of Supplier and address]*

Attention: *[name and title]*

Dear Sir or Madam,

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below, in accordance with the following instructions within *[number]* days of the date of this letter.

1. Title of Change: *[title]*
2. Request for Change No./Rev.: *[request number/revision]*
3. Originator of Change: *[select Purchaser/Supplier (by Application for Change Proposal), and add name of originator]*
4. Brief description of Change: *[description]*
5. Subsystem or major component affected by requested Change): *[description]*
6. Technical documents and/or drawings for the request of Change:
Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: *[description]*
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when operational acceptance of the entire IT products and services agreed in the Contract.
 - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the IT products and services, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
- (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As a next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change and all its elements, and will also address the points in para. 8 above pursuant to General Conditions of Contract (GCC)

Clause 33. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the *Purchaser*,

Signed:

Date:

in the capacity of: *[state "Project Director" or higher level authority in the Purchaser's organization]*

C7.2 Change Estimate Proposal Form (Supplier)

(Supplier's Letterhead)

Date: *[date]*

Loan/Credit Number: *[loan or credit number from Invitation for Bids (IFB)]*

IFB: *[title and number of IFB]*

Contract: *[name of information technology (IT) products and services or subsystem and number of Contract]*

To: *[name of Purchaser and address]*

Attention: *[name and title]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change, in accordance with General Conditions of Contract (GCC) Clause 33 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 33, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: *[title]*
2. Request for Change No./Rev.: *[request number/revision]*
3. Brief description of Change (including proposed implementation approach): *[description]*
4. Schedule Impact of Change (initial estimate): *[description]*
5. Initial cost estimate for implementing the Change: *[initial cost estimate]*
6. Cost for preparation of Change Proposal: *[cost in the currencies of the Contract, as detailed below in the breakdown of prices, rates, and quantities]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state "Supplier's Representative" or other higher level authority in the Supplier's organization]*

C7.3 Estimate Acceptance Form (Purchaser) (Purchaser's Letterhead)

Date: *[date]*

Loan/Credit Number: *[loan or credit number from Invitation for Bids (IFB)]*

IFB: *[title and number of IFB]*

Contract: *[name of information technology (IT) products and services or subsystem and number of Contract]*

To: *[name of Supplier and address]*

Attention: *[name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[title]*
2. Request for Change No./Rev.: *[request number/revision]*
3. Change Estimate Proposal No./Rev.: *[proposal number /revision]*
4. Estimate Acceptance No./Rev.: *[estimate number/revision]*
5. Brief description of Change: *[description]*
6. Other terms and conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with General Conditions of Contract (GCC) Clause 33 of the General Conditions of Contract.

For and on behalf of the *Purchaser*

Signed:

Date:

in the capacity of: *[state "Project Director" or higher level authority in the Purchaser's organization]*

C7.4 Change Proposal Form (Supplier)

(Supplier's Letterhead)

Date: *[date]*

Loan/Credit Number: *[loan or credit number from Invitation for Bids (IFB)]*

IFB: *[title and number of IFB]*

Contract: *[name of information technology (IT) products and services or subsystem and number of Contract]*

To: *[name of Purchaser and address]*

Attention: *[name and title]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[number]*, we hereby submit our proposal as follows:

1. Title of Change: *[name]*
2. Change Proposal No./Rev.: *[proposal number/revision]*
3. Originator of Change: *[select Purchaser/Supplier, and add name]*
4. Brief description of Change: *[description]*
5. Reasons for Change: *[reason]*
6. The IT products and services subsystem, major component, or equipment that will be affected by the requested Change: *[description]*
7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[amount in currencies of Contract]*, as detailed below in the breakdown of prices, rates, and quantities.
Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by General Conditions of Contract (GCC) Clause 33.3):
9. Additional time for achieving operational acceptance required due to the Change: *[amount in days/weeks]*
10. Effect on the functional guarantees: *[description]*
11. Effect on the other terms and conditions of the Contract: *[description]*
12. Validity of this Proposal: for a period of *[number]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
 - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[number]* days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

Section 9 – Contract Forms

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state “Supplier’s Representative” or other higher level authority in the Supplier’s organization]

C7.5 Change Order Form (Purchaser)

(Purchaser's Letterhead)

Date: [date]

Loan/Credit Number: [loan or credit number from Invitation for Bids (IFB)]

IFB: [title and number of IFB]

Contract: [name of information technology (IT) products and services or subsystem and number of Contract]

To: [name of Supplier and address]

Attention: [name and title]

Dear Sir or Madam,

We hereby approve the Change Order for the work specified in Change Proposal No. [number], and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with General Conditions of Contract (GCC) Clause 39 of the Contract.

1. Title of Change: [name]

2. Request for Change No./Rev.: [request number/revision]

3. Change Order No./Rev.: [order number/revision]

4. Originator of Change: [select Purchaser /Supplier, and add name]

5. Authorized price for the Change: Ref. No.: [number] Date: [date]

[amount in foreign currency A] plus [amount in foreign currency B] plus [amount in foreign currency C] plus [amount in local currency]

6. Adjustment of time for achieving operational acceptance: [amount and description of adjustment]

7. Other effects, if any: [state "None" or provide description]

For and on behalf of the Purchaser Signed: Date: in the capacity of: [state "Project Director" or higher level authority in the Purchaser's organization]

For and on behalf of the Supplier

Signed: Date: in the capacity of: [state "Supplier's Representative" or higher level authority in the Supplier's organization]

C7.6 Application for Change Proposal Form (Supplier)

(Supplier's Letterhead)

Date: [date]

Loan/Credit Number: [loan or credit number from Invitation for Bids (IFB)]

IFB: [title and number of IFB]

Contract: [name of information technology (IT) products and services or subsystem and number of Contract]

To: [name of Purchaser and address]

Attention: [name and title]

Dear Sir or Madam,

We hereby propose that the below-mentioned work be treated as a Change to the IT products and services.

1. Title of Change: [name]
2. Application for Change Proposal No./Rev.: [number/revision] dated [date]
3. Brief description of Change: [description]
4. Reasons for Change: [description]
5. Order of magnitude estimation: [amount in currencies of the Contract]
6. Schedule Impact of Change: [description]
7. Effect on functional guarantees, if any: [description]
8. Appendix: [titles (if any); otherwise, state "None"]

For and on behalf of the Supplier

Signed: Date: in the capacity of: [state "Supplier's Representative" or higher level authority in the Supplier's organization]

Form C8 - Installation Certificate

Date: [insert: date]

Contract: [insert: name and number of Contract]

To: [insert: name and address of Supplier]

Dear Sir or Madam,

Pursuant to Section 6 (Installation of the System) of the Contract entered into between Supplier [insert: name of Supplier] and the [insert: name of Purchaser] (hereinafter the “Purchaser”) dated [insert: date of Contract], relating to the Enterprise Resource Planning System, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System(or relevant Subsystem or major component: [insert:description]
2. Date of Installation: [insert: date]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Final Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser,

Signed:

Date:

in the capacity of: [state: “Project Director” or state the title of a higher level authority in the Purchaser’s organization]

Form C9 - User Acceptance Certificate

Date: [insert: date]

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

To: [insert: name and address of Supplier]

Dear Sir or Madam,

Pursuant to Section 6 (Commissioning and User Acceptance) of the Contract entered into between Supplier [insert: name of Supplier] and the [insert: name of Purchaser] (hereinafter the “Purchaser”) dated [insert: date of Contract], relating to the Enterprise Resource Planning System, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the User Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [insert: description] 2. Date of User Acceptance: [insert: date]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser,

Signed:

Date:

in the capacity of: [state: “Project Director” or higher level authority in the Purchaser’s organization]

Form C10 - Final Acceptance Certificate

Date	
Project Name and Description	
Purchaser	
Project Director	

Purpose

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

Complete Acceptance Criteria

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

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

Project Evaluation is Complete

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

Transition and Training are Complete

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

Permission to Close Project

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

Date: _____

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

Organization Name

By: _____
Signature

Printed Name and Title

End of Section 9