

**INVITATION FOR BIDS FOR THE SUPPLY,  
INSTALLATION, COMMISSIONING AND MAINTENANCE  
OF ACCOUNTING SOFTWARE FOR THE FINANCE  
DEPARTMENT OF CEYLON SHIPPING CORPORATION  
LTD.**

**PROCURNMENT NO:AD/CD/23/04.**

***BIDDING DOCUMENT  
(NATIONAL COMPETITIVE BIDDING)***



**Department Procurement Committee  
Ceylon Shipping Corporation.  
No 27, MICH Building,  
Sir Razik Fareed Mawatha,  
Colombo 01.  
0112497800**

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## **SECTION 01- INVITATION TO BID**

### **INVITATION FOR BIDS FOR THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ACCOUNTING SOFTWARE FOR THE FINANCE DEPARTMENT OF CEYLON SHIPPING CORPORATION LTD.**

**BID NO. AD/CD/23/04**

1. Bids are invited from interested, eligible parties by the Chairman, Department Procurement Committee of the Ceylon Shipping Corporation Ltd (CSCL) for **Supply, Installation, Commissioning and Maintenance of an Accounting Software Solution for the Finance Department of Ceylon Shipping Corporation Ltd.**
2. This service is mainly focused on following areas / requirements.
  - Application Software that use as a Solution to smooth the processes of the Finance Department.
  - Services to implement the system as well as support within the Project Warranty and Post Warranty Maintenance Period.
3. **Terms of Reference** for this “**Invitation for Bids for the Supply, Installation, Commissioning and Maintenance of Accounting Software for the Finance Department of Ceylon Shipping Corporation Ltd.**” are available in the Ceylon Shipping Corporation Ltd website [www.cscl.lk](http://www.cscl.lk).
4. Interested parties may purchase the Bidding Documents on the payment of document fee of Rs. 5000.00 +VAT, non-refundable deposit from the office of Ceylon Shipping Corporation Ltd from **08<sup>th</sup> May 2023 until 31<sup>st</sup> May 2023 from 9.00 a.m. to 3.00 p.m.**
5. Complete Bids in sealed envelopes marked as “**Invitation for Bids for the Supply, Installation, Commissioning and Maintenance of Accounting Software for the Finance Department of Ceylon Shipping Corporation Ltd.**” shall be delivered by registered post to the Chairman, Department Procurement Committee of the Ceylon Shipping Corporation Ltd, No. 27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01 or Deposit in the Tender Box at Front Desk of Ceylon Shipping Corporation Ltd not later than **14.00 hrs on 01<sup>st</sup> June 2023** and will be opened immediately after closing of the bid. Late bids will not be accepted.
6. The Pre-Bid Meeting will be held on **24<sup>th</sup> May 2023 10.00 hrs** at Ceylon Shipping Corporation Ltd, No. 27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01.

7. Bid should be submitted along with Bid Security to a value of Rs.110,000.00 with a validity period of 180 days from the date of closing of the bid.

Chairman,  
Department Procurement Committee,  
Ceylon Shipping Corporation Ltd,  
No. 27, MICH Building,  
Sir Razik Fareed Mawatha,  
Colombo 01.

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## **A. General**

### **1. Scope of Bid**

The Chairman Department Procurement Committee on behalf of the Ceylon Shipping Corporation Ltd (CSC) now invites sealed bids from eligible and qualified bidders for the supply installation, commissioning and maintenance of computerized comprehensive cloud based accounting software system including multi-currency transactions, disbursement accounts for shipping agents, General Ledger, Bank and other Reconciliations, Accounts Payable, Accounts Receivable, Budgeting, Reporting, Inventory Management, Fixed Asset Management, Payroll system and other accounting functions.

Bidders who have been engaged in providing accounting packages for more than five years in Shipping and Logistics preferably and have previous experience in providing services of accounting software solutions in at least three organizations in the last five years are eligible to bid. Accounting software for a Shipping company will be an added advantage for the bidder. The required installation and commissioning should be completed within 180 days from the date of the project award. It is required to quote exact delivery time in the quotation. Bid should be valid for 180 days and bid currency should be in Sri Lankan Rupees. Main eligibility details are given in the bidding document.

The main solution should consist of;

- i. Application Software that uses as a Solution to smooth the processes of the Finance Department.
- ii. Services to implement the system as well as support within the Project Warranty and Post Warranty Maintenance Period.
- iii. Demonstration with real data and Training sessions of users for the accounting system.
- iv. Back up key data from the existing system and restore in to new accounting system.
- v. The retrieval of data from the system shall be by using a secured local area network.

## 2. Source of Funds

The project will be funded by CSCL.

## 3. Fraud and Corruption

- I. Attention of the bidders are drawn to following guidelines of the Procurement Guidelines published by the National Procurement Agency:
  - a. Parties associated with procurement actions, namely, Suppliers/Contractors and officials shall ensure to maintain strict confidentiality throughout the process.
  - b. Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/Contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing or impairing the objectivity of an official
- II
  - a. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - b. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or in contract execution.
  - c. **“Collusive practice”** means a scheme of arrangement between two or more bidders, with or without the knowledge of the purchaser to establish bid prices at artificial, non-competitive levels, and
  - d. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process affect the execution of a contract.
- III.
  - a. If the purchaser finds any unethical practices as stipulated under **ITB sub-Clause A.3.II**, the purchaser will reject a bid,



#### **4. Eligible Bidders**

- I. The bidder shall have minimum of 5years of experience in implementingan Accounting Software Solutions (At least 03 similar projects in last 05 years).
- II. The Bidder or/and core product developers, cloud solution providers shall be certified for ISO 9001 for Quality Management and ISO 27001 for Information Security or any other equivalent quality standard certificates. Documentary evidence to this effect shall be enclosed with the Bid.
- III. The Bidder shall possess minimum Average Annual Turnover of 100 Million Rupees during the last three (03) years. Copies of Audited Financial Statements shall be enclosed with the Bid.
- IV. Should present the Business Registration, VAT certificate and other relevant documents.

#### **B. Contents of Bidding Documents**

##### **1. Sections of Bidding Documents**

- I. The Bidding Document consist of **section 1 to 11**, which include all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with **ITB Clause B.3**

II.

<b>Section 01</b>	Invitation to Bid
<b>Section 02</b>	Instruction to Bidders
<b>Section 03</b>	Bidding data Sheet
<b>Section 04</b>	Evaluation and Qualification Criteria
<b>Section 05</b>	Condition of Contract
<b>Section 06</b>	Schedule of Requirements
<b>Section 07</b>	Price Schedule
<b>Section 08</b>	Form of Bid
<b>Section 09</b>	Format of Bid Security
<b>Section 10</b>	Format of Performance Security
<b>Section 11</b>	Format of Contract Agreement

- III. The Purchaser is not responsible for the completeness of the Biding Documents and their addenda, if they were not obtained directly from the purchaser.

IV. The bidder is expected to examine all instructions, forms, and specifications in the Bidding documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## **2. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the purchaser in writing at the purchaser's address **specified in the BDS**. The purchaser will respond in writing to any request for clarification, provided that such request is received no later than **Nine (09) days** prior to the deadline for submission of bids. The purchaser shall forward copies of its response to all those who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB clause B.3**.

## **3. Amendment of Bidding Documents**

- I. Prior to the deadline for submission of bids, the purchaser may amend the Bidding Documents by issuing Addenda.
- II. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser.
- III. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause D2**

## **4. Pre-Bid Meeting/ Site Visits**

- I. A Pre-Bid Meeting will be held at **10.00 a.m. on 24<sup>th</sup> May 2023** at Ceylon Shipping Corporation Ltd, No. 27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01.
- II. No further clarifications will be given **after 31<sup>st</sup> May 2023**.
- III. The cost of attending the Pre-Bid briefing and visiting the site shall be borne by the bidders.

- IV. Further details shall be sought from Mr. Lalith Gunarathne – Tel: 0710215720 during office hours.

## **C. Preparation of Bids**

### **1. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **2. Language of Bids**

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.**

### **3. Documents Comprising the Bid**

The bid shall comprise the following:

- I. **Bid Submission Form** and the applicable Price schedules, in accordance with **ITB Clause C3, ITB Clause C4, ITB Clause C6 and ITB Clause C7.**
- II. **Bid Security** in accordance with **ITB Clause C12**
- III. Written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with **ITB Clause C13**
- IV. Documentary evidence in accordance with **ITB Clause C8** establishing the bidder's eligibility to bid.
- V. Documentary evidence in accordance with **ITB Clause C10** establishing the Bidder's qualification to perform the Contract its bid is accepted.
- VI. Any other document **required in the BDS.**
- VII. **Compliance Sheet** in accordance with **Annexure 5.**

#### 4. Bid Submission Form and Price Schedules

- I. The Bidder shall submit the bid Submission Form using the form furnished in bidding forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- II. The Bidder shall submit the Price Schedules, according to their origin as appropriate, using the forms furnished in **Section 7 and Section 8**.

#### 5. Alternative Bids

- I. **Unless otherwise specified in the BDS**, alternative bids shall not be considered.
- II. In case of the bidder expects to submit Alternative Bids; the following procedures shall be followed by the prospective bidder for consideration of the Alternative Bids
  - a. The Alternative Bid shall be in the form of a completely a separate bid and it shall be supported with an independent form of bid and bid Security.
  - b. Any of Alternative Bids annexed with the Formal Bid, the alternative Bid shall not be considered for evaluation.

#### 6. Bid Price

- I. Bid price quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- II. All lots and items must be listed and priced separately in the Price Schedules.
- III. The price to be quoted in the Bid Submission Form shall be the total price of the bid.
- IV. Price 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 non-responsive and shall be rejected, pursuant to **ITB Clause E4**. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

## **7. Currencies of Bid**

Bid Prices shall be quoted **as specified in the BDS**

## **8. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility in accordance with **ITB Clause A4**, Bidder shall complete the bid Submission Form, included in **Bidding Forms**.

## **10. Documents Establishing the Qualifications of the Bidder**

The documentary evidence of the Bidders qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction.

- a. That, the Bidder meets each of the qualification criteria specified in **Section 4, Evaluation and Qualification criteria**.

## **11. Period of Validity of Bids**

- I. 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 non-responsive. The Bid Validity Period shall be extended by the bidder on request by the purchaser if additional time would have been taken for further clarifications on the bid **required for evaluation** by TEC.
- II. 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 Clause C12** it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **12. Bid Security**

- I. Each Bid shall be accompanied by an *on demand Bid Security in the form of a Bank Guarantee issued by a Bank approved by the Central Bank of Sri Lanka and operating in Sri Lanka* and payable to **Chairman, Department Procurement Committee of Ceylon Shipping Corporation Ltd**, equivalent in value of *Sri Lanka Rupees One Hundred And Ten Thousand (Rs.110,000.00)* Failure to submit a valid Bid Security as specified herein will amount to a major deviation from these bidding conditions and will render the Bid liable for outright rejection with no further evaluation.

- II. The Bid Security shall be valid for One Hundred and Eighty (180) days from the date of closing of Bids. The Bid Securities tendered by the unsuccessful bidders will be returned to them soon after an award is made to the Successful Bidder. The Bid Security of the Successful Bidder will be returned only after the receipt of a valid Performance Security as stipulated in **ITB Clause F5**
- III. Prescribed format of the Bid Security is shown in “Specimen form of Bid Security” given in **Section –9**
- IV. Bidder shall be willing to make timely arrangements for the extension of the validity period of the bid security already furnished if required by the Ministry Procurement Committee. Failure or refusal to do so will render the bid liable for rejection.

### **13. Format and Signing of Bid**

- I. The bidder shall prepare one original of the documents comprising the bid as described in **ITB Clause C3** and clearly mark it “**ORIGINAL.**” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark each or them “**COPY.**” in the event of any discrepancy between the original and the copies, the original shall prevail.
- II. The original and all copies of the bid should 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 certified as true copy **specified in the BDS** and shall be attached to the bid.
- III. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- IV. All supporting documents should be certified as true copy.

### **D. Submission and Opening Bids**

#### **1. Submission, Sealing and Marking of Bids**

- I. The Bidder shall submit the Bid under two separately sealed envelopes as follows:
  - (a) The first envelop shall be clearly marked “ENVELOP 1 – QUALIFICATION AND EXPERIENCE INFORMATION” and
  - (b)The second envelope shall be clearly marked “ENVELOPE 2 – “FINANCIAL BID”
- II. The Envelope1,marked as “QUALIFICATION AND EXPERIENCE INFORMATION” shall include the originals of the following:

- (i) Form of Bid – Section 8
- (ii) Bid security.
- (iii) Duly filled Project Sheets – Annexure3
- (iv) Copies of Quality Management Certificates, Audited Financial Statements, Business Registration, VAT certificate and other relevant documents – Annexure 3
- (iii) Duly filled Compliance Sheet – Annexure 5
- (iv) Other information listed in Bidding Data; and
- (v) Any other information, bidder may wish to include

**Special Note:**

**Pre-purchasing presentation**

Outcome of the pre-purchasing presentation will be taken into account while technical evaluation is carrying out. (Will inform the date later)

- III. The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:
  - (i) Duly filled and signed Price Bid Submission Form – Section 7
- IV. The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:
  - a) Be addressed to the Purchaser in accordance with **ITB sub Clause D2. I.**
  - b) Bear the name and identification number of the Contract as defined in Bidding Data; and
  - c) Bear the specific reference identification number of this bidding process, if any, as indicated in **BDS A1**
  - d) Bear a warning not to open before the time and date for bid opening.
- V. If all envelopes are not sealed and marked as required, purchaser will assume no Responsibility for the misplacement or premature opening of the bid.

**2. Deadline for Submission of Bids**

- I. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**
- II. The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with **ITB Clause B3**, 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.

### 3. Late Bids

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with **ITB Clause D2**. Any bid received by the purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### 4. Withdrawal, Substitution, and Modification of Bids

- I. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice which is duly signed by an authorized representative. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
  - a. submitted in accordance with **ITB Clause C13 and ITB Clause D1**(except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION” and
  - b. Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause D2**
- II. Bids requested to be withdrawn in accordance with **ITB Clause D4** shall be returned unopened to the bidders.
- III. 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 by the Bidder on the Bid Submission on the form or any extension thereof.

### 5. Bid Opening

- I. The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- II. First, envelopes marked “**WITHDRAWAL**” shall be opened and read out and the envelope with 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. Next, envelopes marked “**SUBSTITUTION**” shall be opened and read out at exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “**MODIFICATION**” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid



authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

- III. All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification: The Bid price, including any discount and alternative offers: the presence of a Bid Security, if required; and any other details as the bid opening shall be considered for evolution. No bid shall be rejected at the bid opening except for late bids, in accordance with **ITB Clause D3**.
- IV. The purchaser will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- V. The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause D.1.I.(a)
- VI. After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile.
- VII. The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened.
- VIII. The purchaser shall prepare a record of the bid opening that shall include, as a minimum; the name of the Bidder and whether there is a withdrawal, substitution or modification; the bid price, per lot of applicable, including any discounts and alternative offer if they were permitted; and the presence or absence of a Bid Security, if 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.

## **E. Evaluation and Comparison of Bids**

### **1. Confidentiality**

- I. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders.
- II. Any attempt by a bidder to influence the purchaser in the evaluation of the time of contract award decision may result in the rejection of its bid.
- III. Notwithstanding **ITB Sub Clause E1.II** from the time of bid opening to the time of contract award, if any Bidders wishes to contact the Purchaser on any matter related to the bidding process, it may do so in writing.

### **2 Clarification of Bids**

- I. To assist in the examination, evaluation, comparison of the bids, and qualification on the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the purchaser shall not be considered. 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 arithmetical errors discovered by the purchaser in the evaluation of the bids, in accordance with **ITB Clause E6**.
- II. If Bidder does not provide clarification of its bid by the date and time set in the purchaser's request for clarification, its bid may be rejected.

### **3 Deviations, Reservations, and Omissions**

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 Documents; and
- c. **“Omission”** is the failure to submit part or all of the information or documentation required in the Bidding Documents.

### **4 Determination of Responsiveness**

- I. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause C3**.

- II. A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - a. If accepted, would Affect in any substantial way the scope, quality, or performance of the service specified in the Contract; or Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - b. if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- III. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

#### **5 Nonconformities, Errors, and Omissions**

- I. Provided that a bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation, or omission.
- II. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- III. Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the bid Price. To this effect, the bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated **in Section 4 Evaluation and Qualification Criteria.**

#### **6 Correction of Arithmetical Errors**

- I. Provided that the bid is substantially responsive, the purchaser shall correct arithmetical errors on the following basis.
  - a. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- II. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

## **7 Preliminary Examination of Bids**

- I. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause C3** have been provided, and to determine the completeness of each document submitted.
- II. The Purchaser shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
  - a. Bid Submission Form, in accordance with **ITB Clause C4**;
  - b. Price Schedules, in accordance with **ITB Clause C4**; Bid Security or Bid Securing
  - c. Bid Security or Bid Securing Declaration, in accordance with **ITB Clause C12**.

## **8 Examination of Terms and Conditions; Technical Evaluation**

- I. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the Terms of Reference (TOR) been accepted by the Bidder without any material deviation or reservation.
- II. The purchaser shall evaluate the technical aspects of the Bid submitted in accordance With **ITB Clause C3**, to confirm that all requirements specified in **Section 6 Schedule of Requirements** in the Bidding Documents have been met without any material deviation or reservation.

## **9 Conversion to Single Currency**

For evaluation and comparison purposes, the purchaser shall convert all Bid Prices expressed in amounts in various currencies into an amount in a single currency specified in **the BDS**.

## **10 Evaluation of Bids**

- I. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

II. To evaluate a bid, the purchaser shall only use all the factors, methodologies and criteria defined in **ITB Clause E8**. No other criteria or methodology shall be permitted.

III. To evaluate a bid, the Purchaser shall consider the following.

- a. The Bid price as quoted in accordance with **ITB Clause C6**;
- b. Price adjustment for correction of arithmetical errors in accordance with **ITB Clause E6**;
- c. Adjustments due to the application of the evaluation criteria **Specified in the BDS** from amongst those set out in **Section 4, Evaluation and Qualification Criteria**.

IV. The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with **ITB Clause C6**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in **Section 4, Evaluation and Qualification Criteria**. The factors, methodologies and criteria to be used shall be as specified in **ITB Clause E8**

## **11 Comparison of Bids**

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with **ITB Clause E8**.

## **12 Post Qualifications of the Bidder**

I. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the **substantially responsive lowest evaluated bid** is qualified to perform the Contract satisfactorily.

II. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder

III. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **13 Purchaser's Right to Acceptance Bid, and to Reject any or all Bids**

The next substantially responsive lowest evaluated bid shall be considered to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **F. Award of Contract**

### **1. Criteria of Awarding**

The purchaser shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provides further that the Bidder is determined to be performed the contract satisfactorily.

### **2. Purchaser's Right to Vary Quantities at Time of Award**

At the time the contract is awarded, the purchaser reserves the right to increase or decrease the quantity of related services originally specified in section 6, Schedule of Requirements, provided that this does not exceed the percentage specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the bidding Documents.

### **3. Notification of Award**

- I. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- II. Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.
- III. Upon the successful Bidder's furnishing of the signed contract form and performance security pursuant to **ITB Clause F3**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to **ITB Clause C12**.

### **4. Signing of Contract**

- I. Promptly upon notification, the purchaser shall send the successful Bidder the Contract Agreement.
- II. **Within twenty-eight (28) days** of receipt of the contract Agreement, the successful Bidder shall sign, date, and return it to the purchaser.

### **5. Performance Security**

- I. **Within twenty-eight (28) days** of receipt of notification of award from the purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of

contract, using for that purpose the performance security form including in **Section 10, Contract Forms**, or another form acceptable to the purchaser.

- II. Failure of the successful Bidder to submit to above-mentioned performance security or sign the contract shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security. In that event, the purchaser may award the contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactorily.

## SECTION 03- BIDDING DATA SHEET (BDS)

### A. General

**ITB A.1** The Purchaser is: **Chairman, Department Procurement Committee of Ceylon Shipping Corporation Ltd**

**ITB A.1** The name of this Invitation for Bids is:

**Supply, Installation, Commissioning and Maintenance of an Accounting Software Solution for the Finance Department of Ceylon Shipping Corporation Ltd.**

The identification number of this Invitation for Bids is: **AD/CD/23/04.**

**ITB A.2** The Source of Funding is:

**The project will be funded by CSCL.**

### B. Contents of Bidding Documents

**ITB B.2** For clarification of bid Purposes only, the Purchaser's address is:

**Chairman,  
Department Procurement Committee ,  
Ceylon Shipping Corporation Ltd,  
No. 27, MICH Building,  
Sir Razik Fareed Mawatha,  
Colombo 01.**

**ITB B3** **Clarification of Bidding Documents.**

Addendum will be issued to all purchases of the bidding documents (If applicable) not later than 07 working days prior to bid closing date.

**ITB B.4** A Pre-Bid meeting shall take place at the following date, time and place:

Date : 24<sup>th</sup> May 2023

Time : 10.00 hrs



**Place : Ceylon Shipping Corporation Ltd**

**No. 27, MICH Building,**

**Sir Razik Fareed Mawatha,**

**Colombo 01.**

**Phone: 011 2328772 –3**

**Telefax: 011 2449486**

A site visit shall be organized and conducted by the Employer as follows:

Date: 24<sup>th</sup> May 2023

Time: after pre-bid meeting

### **C. Preparation of Bids**

**ITB C.2** The language of the bid is :**English**

**ITB C.3** The Bidder shall submit the bid with following documents:

- I. Bid Submission Form
- II. Price Schedule
- III. Bid Security
- IV. Performance Security

**ITB C.3** The following additional documents shall be submitted with the bid:

- I. Copy of Certification of Incorporation, Memorandum of articles, Partnership Deed.
- II. Copy of Tax registration Certificate (TIN) and VAT Registration
- III. Self-attested copies of work order and their respective project completion Certificates issued by clients for similar work/projects.
- IV. Certificate Copy of audited financial statement for last three financial years.

**ITB C.5** Alternative bids **shall not be** considered. Options are not allowed; the bids submitted with options shall be treated as non-responsive and shall be rejected.

**ITB C.6** The Bidder shall indicate on the Price Schedule the unit prices and Total bid prices of the goods it proposes to supply under the Contract.

- I. Maintenance cost.
- II. Annual subscription fee including renewal of the software license and any other subscription cost.
- III. Additional report Generation and Additional development cost should be

included.

- ITB C.6** The prices shall be quoted by the bidder in **Sri Lanka Rupees (LKR)**
- ITB C.9** The bid validity period shall be: **180** days from the bid submission deadline date
- ITB C.10** The Bidder shall furnish a Bid Security in the amount of **One Hundred and ten thousand Sri Lanka Rupees (110,000.00 LKR)**
- ITB C.10** **The Bid Security shall be valid up to 01<sup>st</sup> December 2023 (180 days)**
- ITB C.11** In addition to the **original of the bid**, The number of copies is: **Two (02) Copies**  
The written confirmation of authorization to sign on behalf of the Bidder shall Consist of a **duly authorized Power of Attorney or board resolution.**

#### **D. Submission and Opening of Bids**

- ITBD.1** The inner and outer envelopes shall bear the following additional identification marks:  
**Bid No: AD/CD/23/04— Invitation For Bids For The Supply Installation, Commissioning And Maintenance Of Accounting Software For The Finance Department Of Ceylon Shipping Corporation Ltd.**
- ITBD.2** Purchaser's address for **bid submission purposes:**
- Attention : **Chairman, Department Procurement Committee  
Ceylon Shipping Corporation Ltd,**
- Street Address : **No. 27, MICH Building,  
Sir Razik Fareed Mawatha,**
- City : **Colombo 01,**
- Country : **Sri Lanka**
- Deadline for the submission of Bids is:**
- Date : **01<sup>st</sup> June 2023**
- Time : **14.00 hrs**
- ITBD.5** The bid opening shall take place at:
- Address : **Conference Room, Ceylon Shipping Corporation Ltd,  
No. 27, MICH Building,  
Sir Razik Fareed Mawatha,  
Colombo 01.**
- Date** : **01<sup>st</sup> June 2023**
- Time** : **Immediately after Closing of Bids at 14.00 hrs.**

## E. Evaluation and Comparison of Bids

### ITB E.8

There will be no price adjustments; the selection is based on the lowest evaluated bid price

The following factors and methodology will be used for evaluation:

The bids, which are determined as substantially responsive, shall be evaluated by the Technical Evaluation committee (TEC) for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per bidding document, failing which his bid is liable to be rejected.

The price in the bid submission form in section 8 should be consists of the following

- i. Develop, installation and maintenance of an Accounting Software Solution for Finance Department of Ceylon Shipping Corporation Ltd
- ii. Post maintenance Cost after the Warranty period for service agreement (minor development and additional development chargers)
- iii. For the evaluation purpose additional development and other hours will be considered by based on the developing / other hourly rate to evaluation.
- iv. All other chargers relating to implementation (bid security performance security charges, Hardware and Software cost for the implementation the system etc)

### ITB E 8

- v. Evaluation of the bid will be done on the basis of total price only exclusive of VAT (total price in section 8 Bid submission Form) after performing the price adjustment for correction of arithmetic errors in accordance with ITB Clause E4 Contract will be awarded to the bidder, whose commercial offer (TOTAL) as per section 8 Bid Submission Form) has been determined to be lowest evaluated offer after evaluating the technical feasibility.

Contract may be awarded even if only one bidder qualifies technical / commercial offer. However, PC reserves the right to take appropriate decisions in such case and shall not be binding on the PC to award the contract.

### ITB E 8

Bidders *shall not* be allowed to quote for more than one.

## **SECTION 04- EVALUATION AND QUALIFICATION CRITERIA**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications.

### **1. Evaluation Criteria**

The Purchaser's evaluation of a bid will be based on technical ability (Annexure 5 – Compliance Sheet should filled by the bidder) and evaluated bid price.

### **2. Post – Qualification Requirements**

After determining the lowest-evaluated bid in accordance with **ITB Clause E9**, the Purchaser shall carry out the post qualification of the Bidder in accordance with **ITB Clause E10**, using the following requirements.

- I. The bidder shall have minimum of 5years of experience in implementing of an Accounting Software Solutions (At least 03 similar projects in last 05 years).
- II. The Bidder or/and core product developers, cloud solution providers shall be certified for ISO 9001 for Quality Management and ISO 27001 for Information Security or any other equivalent quality standard certificates. Documentary evidence to this effect shall be enclosed with the Bid.
- III. The Bidder shall possess minimum Average Annual Turnover of 100 Million Rupees during the last three (03) years. Copies of Audited Financial Statements shall be enclosed with the Bid.
- IV. Should present the Business Registration, VAT certificate and other relevant documents.

#### **(a) Financial Capability**

The bidder shall furnish documentary evidence that it meets the following financial requirements.

- I. Audited statements of accounts of the company for the past three (03) years shall be submitted with the bid.

**(b) Commercial and Technical Capability**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following requirements;

- I. Bidder shall be a legally registered company in Sri Lanka and has been in operation for the last ten (10) years.
- II. Detailed list of similar projects/ orders that the bidder has completed successfully.
- III. Bidder shall have certified skilled and technically competent team to carry out necessary warranty, support, and maintenance and after sales services.
- IV. Document evidence to establish conformity of the goods to the technical specifications/ standards in the bidding documents along with the Technical Specification Form.
- V. The Bidder shall furnish documentary evidence to demonstrate that the qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data and valid certificates to the bid. There shall be at least five persons in the software development team having knowledge on the Complaint and similar software project.

## **SECTION 05 - CONDITION OF CONTRACT (CC)**

### **Table of Clauses**

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## **1. Definitions**

Following words and expressions shall have the meanings by assigned to them.

“Contract” means the contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfilment of the supply of Goods to the destination, specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“CC” means the Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Purchaser” Means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

“Sub-contractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the purchaser and is named as such in the Contract Agreement.

“The Project Site”, where applicable means the place named in the contract data.

## **2. Contract Documents**

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

## **3. Fraud and Corruption**

The Government of Sri Lanka requires the purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy.

- I. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- II. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or in contract execution.
- III. **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser to establish bid prices at artificial, non-competitive levels, and
- IV. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process affect the execution of a contract.

#### **4. Interpretation**

- I. If the context so requires it, singular means plural and vice versa.
- II. Entire agreement

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

- III. 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.

- IV. 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**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are



accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **6. Joint Venture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **7. Eligibility**

All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

#### **8. Notices**

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

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

#### **9. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

#### **10. Settlement of Disputes**

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.

- I. If, after twenty-eight (28) days, the parties have failed to resolve their dispute of difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceeding shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

The Purchaser shall pay the Supplier any money due the Supplier.

**11. Scope of Supply**

The Related Services to be supplied shall be as specified in the Schedule of Requirements.

**12. Delivery and Documents****13. Supplier's Responsibilities.****14. Contract Price**

Prices Charged by the Supplier for the Goods supplied and the Related Services Performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

**15. Terms of payment**

Refer Annexure 3

**16. Taxes and Duties**

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the purchaser.

**17. Performance Security**

- I. As specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the Performance of the Contract.
- II. The proceed 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.
- III. As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the purchaser in the Contract Data, or in another format acceptable to the purchaser.
- IV. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the supplier's performance obligations under the Contract, including any warranty obligations.

**18. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**19. Confidential Information**

- I. 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 Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

- II. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the purchaser for any purpose other than the performance of the Contract.
- III. The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- IV. The provision of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Sub Contracting**

- I. The Supplier shall notify the purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- II. Sub-Contracts shall comply with the provisions of CC Clauses 3 and 7.

## **21. Specifications and Standards**

### **Technical specifications**

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

The supplier shall be entitled to disclaim responsibility for any design, data, 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.

- 1. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with CC Clause 27.

## **22. Liquidated Damages**

Except as provided under CC Clause 28, if the Supplier fails to deliver perform the Related Services within the period specified in the contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum

equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 29.

### **23. Warranty**

- I. Unless otherwise specified in the Contract Data, the warranty shall remain valid for thirty-six (36) months after the service is performed as indicated in the **Contract Data**.

### **26. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

#### **1. Force Majeure**

- I. 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.
- II. 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.
- III. 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.

### **27. Change Orders and Contract Amendments**

- I. The Purchaser may at any time order the Supplier through notice in accordance CC clause 8, to make changes within the general scope of the Contract in any one or more of the following.
  - a. Drawings, designs, or specifications, where Good to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - b. The Related Services to be provided by the Supplier.

- II. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/ Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's receipt of the Purchaser's change order.
- III. Price to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- IV. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **28. Extensions of Time**

- I. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause, 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.
- II. Except in case of Force Majeure, as provided under CC Clause 26, a delay by the Supplier in the Performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 22, unless an extension of time is agreed upon, pursuant to Sub-Clause 28.

#### **29. Termination**

##### **1. Termination for Default**

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the purchaser pursuant to CC Clause 28;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

costs for such similar Goods or Related In the event the Purchaser terminated the Contract in whole or in part, pursuant to CC Clause 29.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services Similar to those undelivered or not performed, and the Supplier shall be liable to the

Purchaser for any additional Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

2. Termination for Insolvency

a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the purchaser.

3. Termination for Convenience.

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.

(i) to have any portion completed and delivered at the contract terms and prices; and /or

(ii) to cancel the remainder and pay to the supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**30. Assignment**

a) Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## **SECTION-06 - SCHEDULE OF REQUIREMENTS**

### **Table of Clauses**

#### **1. General and Non-functional Requirements**

General Ledger Module, Cash Book Module, Invoicing and Receipts Module, Payment and Vouching Module, Foreign/ Local Agency Accounts Module, Budgetary Control Module, Accounts Receivable Module, Accounts Payable Module, Procurement & Inventory Control Module, Fixed Assets Register , Contract Management Module, Bank Reconciliation, Accounts Reconciliation, Financial Planning & Forecasting, Reports Generating Module i.e, financial statements etc., Facility to handle multi-currency functions, Payroll Module (Crew and General), EPF/ETF for Crew, Daily Operating Cost (DOC), Tender Records

##### **a) Revenue**

- Debt Recovery
- Cash receipts and record in the system
- Automated updating of cash receipts
- Customer wise detailed accounts receivables with age analysis as per user requirement.
- Debt collection
- Revenue to recognize date of transferring to customers
- Revenue recognize from lightering service
- Revenue recognize from Own Vessel/Chartered Vessel/NVOCC operations/Local and Foreign Agent
- Revenue recognize from clearing and forwarding Business
- Revenue recognize from crew manning business
- Revenue recognize from Casual caller Agency matters
- Reconciliation of system record of cash receipts with the invoices raised
- Revenue records in monthly / quarterly / annually

## **b) Book Keeping**

- System approval to update general ledger
- Asset- revaluation ,depreciation calculation , addition, disposal ,impairment, Especially useful time review & relevant activities according to LKAS
- TAX adjustment, Tax calculation, Tax audit reports
- Balance analysis of accounts for any period
- Maintaining user level with Admin user
- Master data maintenance to control the exchange rates
- Sales order information, unit prices, income records maintained
- Future cash flow assessment / cash forecast
- Invoice number to generate from system
- Invoice process in the accounting system
- Service codes / transaction dates / quantities / customer order details
- Comparison of prices
- Authorization of invoices generated through system
- Comparison between period end invoices and log of delivery orders
- Master data management
- Invoices to be raised based on the instructions of Documentation / Chartering and Agency Department / NVOCC Department and commercial activities.
- Maintenance of vendor master data
- Current asset record
- Working capital management
- General ledger codes and Journal entries
- Monthly Financial Statements
- Quarter /Semi Annual / Annual Financial statements
- Budget variance vs Actual accounts
- Preparation of Bank Reconciliations
- Daily cash position



### **c) Payments**

- System generated payment vouchers & Cheques
- Creditors age analysis as per user requirement
- Payment advance record
- Maintenance of payment schedule
- Automated payment order / Service order process By online, Bank remittance, cheques
- Multicurrency facility
- Netting & Offsetting Payment

### **d) Payroll**

- Payroll System
- Staff loan and salary advance payment
- HR function and Administration function (i.e. Increments Promotions, Transfers, Retirements, and All allowances etc.) Integrated with finance and daily attendance directly from finger print machine and manual system has to update leave records and the payroll system.
- Staff loan process

### **e) Crew Wages**

- Payroll for ship crew
  - Creating Master file by Technical Department
  - Generate Appointment Letters, S/off Letters and Extension Letters (Hard copy & Soft copy)
  - Internal control for indicating of service period
  - Portage account
  - Prepare Portage account by vessel & send it to the Technical Department
  - Check & upload Portage account to the system by Technical Department
  - Generating reports & Text file related to the EPF, ETF, PAYE and Stamp Duty
  - Passing entries for crew wages

- Generate Reports related to the crew wages
- f) Tax Returns
  - Facility to prepare and submit All types of tax returns as per requires way of DIR (Income tax, VAT, APIT, WHT, SSCL and etc.)

#### **4. Other areas to be concerned**

- Key Performance Indicators
  - ❖ Fulfillment cost per order
  - ❖ Quote to sale conversion rate
  - ❖ Order abandonment rate
  - ❖ % fulfillment meeting commitment date
  - ❖ Cycle time from order to fulfill
  - ❖ % accounts past due
  - ❖ % accounts with missing or incomplete data
  - ❖ Accounts receivable beyond 60 days
  - ❖ Cost of non-compliance as % of total collection of expenses.
- Internal memos from documentation department requesting to prepare invoices
- Control matrix
- Data integrity and security
- Access right to accounting system
- Recording and reporting of transactions
- Update exchange rate in the system
- Integration of Finance & Commercial / Technical & HR Department for relevant functions
- Existing data to be transfers to the new system
- Paperless system to be required
- Safe the data/files daily backup system & Office and other place storage facility required, this allows to staff to access when and if required
- Cloud- based system to be required

## SECTION- 7 - PRICE SCHEDULES

### Bill No.01 Application Software

For the Bill no 1, bidder shall provide the application software required for the solution proposed in their respective bids after carefully analysing the requirements indicated in the Bidding document. Bidder shall clearly indicate the software modules which are required to be deployed in order to implement.

Item No	Item Description	Qty	Unit Price	Price without Tax	Taxes	Total Price including Taxes	
1. Supply Installation and Commissioning of Accounting Software							
	Total						
2. Data migration							
	Total						
	Total Project Cost						

Service Provider shall provide System Maintenance cost for four years in addition to the one year defect liability period in following table.

#### Bill No. 4 Software & Hardware Maintenance Costs for the Software

For the Bill no 4, bidder shall provide the applicable license fees for application and system software to implement the proposed system.

4. Annual Maintenance Fee after the free period		Price Without Taxes					
		Year1 (Defect Liability Period after implementing the system)	Year 2 (Warranty)	Year 3 (Warranty)	Year 4 (Warranty)	Year 5	Total
	<b>Total</b>						
5	Cloud Charges						
6	On Premises Infrastructure charges(servers and any other hardware and software requirements)						
7	Any other Charges						
	<b>Total Maintenance cost</b>						

**Note**

\* If any software license fee applicable please specify in the same format as above for five years.

\* Should specify cloud charges and on premises infra-structure charges separately. (Based on the cost benefit analysis, tender evaluation committee will select the suitable infrastructure)

Date-

[Signature(s) of Authorized Representative]

## SECTION – 8 FORM OF BID

To: Chairman,  
Department Procurement Committee,  
Ceylon Shipping Corporation Ltd,  
No. 27, MICH Building,  
Sir Razik Fareed Mawatha,  
Colombo 01.

Having examined the Instructions to Bidders, Specific Instructions to Bidders, General Conditions of Bid, Specific Conditions of Bid, Specifications/Statement of Compliance and Bidding Datasheet/Offer Sheet  
For the **SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ACCOUNTING SOFTWARE FOR THE FINANCE DEPARTMENT OF CEYLON SHIPPING CORPORATION LTD** of *Ministry* of Ports, Shipping and Aviation, we the undersigned, offer to **SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ACCOUNTING SOFTWARE FOR THE FINANCE DEPARTMENT OF CEYLON SHIPPING CORPORATION LTD** of *Ministry* of Ports, Shipping and Aviation, in conformity with the said General Conditions of Bid, Specific Conditions of Bid, Specifications/Statement of Compliance and Bidding Data Sheet/Offer Sheet for the sum of (the bid value in letters) .....in Sri Lankan Rupees (Bid value in figures).....

- 3.1. We agree to abide by this bid for a period of one hundred and eighty (180) calendar days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3.2. Unless and until a formal Agreement is prepared and executed this bid together with your written acceptance thereof, shall constitute a binding contract between us.
- 3.3. We understand that you are not bound to accept the lowest and that you reserve the right to reject any or all bids or to accept any part of the bid in the best interest of the Company without assigning any reasons thereof.

Name of the Bidder:		
Signature of the Bidder:		
Name & Title of the Signatory:		
Address:		
Telephone and Fax Nos.:	Telephone Nos.:	
	Fax Nos.:	
Name of Witness:		
Signature of Witness:		
Address:		
Date:		
Seal:		

## SECTION –9 FORMAT OF BID SECURITY

By this Bid Security we ..... (Hereinafter called "the Bidder") and we (Name of Bank) whose registered office is at.....  
.....  
(Hereinafter called "the Surety") are held and firmly bound unto .....  
..... (Hereinafter called "the Authority") in the sum of .....  
..... for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by these presents.

Whereas the Authority has invited the Bidder and other persons to complete Bids in similar terms for the Procurement Of An Accounting Software Solution For Finance Department Of Ceylon Shipping Corporation Ltd of Ministry of Ports, Shipping & Aviation and works associated herewith (hereinafter called "the Works") and to submit the same for the consideration of the Authority, and the Bid proposes to submit to the authority a Bid (hereinafter called "the Bid") in accordance with such invitation, the Bid Security shall provide security to the Authority that the Bidder will honor certain obligations to be undertaken by him in the bid in accordance with the following conditions.

### Now the Conditions of this Bid Security are:

- a) That it shall remain in full force and effect until the earliest of
  - (i) (date), being ( ) days from (submission date), the date stipulated by the Authority for the submission of Bids, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing.
  - (ii) in the event of acceptance of the Bid by the Authority, the date upon which the Bid provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
  - (iii) in the event of acceptance by the Authority of a Bid for the Works from a third party, the date upon which such third party provides the relevant performance security.
- b) Subject to this Bid Security being in full force and effect, the Surety shall pay the full amount specified in this Guarantee upon receipt of first written demand from the Authority stating that
  - (i) the Bidder has withdrawn his Bid during the validity of this Guarantee, or
  - (ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bid, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, or any objection from the Bidder shall in any way release the Security from any liability under this Bid Security.

The benefit of this Bid Security shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Guarantee shall be governed by the laws of ( )

I executed as a Deed this ( ) day of ( ) 20( )

For and on behalf of the Bidder .....  
.....

For and on behalf of the Surety .....  
.....

Signed by .....

Signed by .....

In the capacity of .....

In the capacity of .....

And by .....

And by .....

In the capacity of .....

In the capacity of .....

Seal (where applicable)

Seal (where applicable)



## SECTION – 10 FORMAT OF PERFORMANCE SECURITY

PERFORMANCE GUARANTEE NUMBER : ..... DATE.....  
.....

SUM GUARANTEED : .....

To : ..... (Name of employer)  
..... (Address of employer)

Whereas .....  
(name and address of Contractor) [Hereafter called "the Contractor"] has undertaken, in pursuance of  
Contract No. .... dated .....to execute .....  
..... (name of Contract) [Hereafter called "the Contract"];

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a  
Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his  
obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee:

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the  
Contractor, up to a total of ..... (amount of Guarantee)  
..... (amount in words), such sum being payable in the type and  
proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your  
first written demand and without cavil or argument, any sum or sums within the limits of  
.....  
..... (Amount of Guarantee) as aforesaid without your needing to prove or to  
show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us  
with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the  
Works to be performed there under or of any of the Contract document which may be made between you  
and the Contractor shall in any way release us from any liability under this guarantee, and we hereby  
waive notice or any such change, addition or modification.

This guarantee shall be valid until a date 30 days from the date of issue of the Taking over  
Certificate/Provisional Acceptance/Final Acceptance.

Signature and the Seal of the Guarantor : .....

Name of the Bank :  
.....

Address :  
.....

.....

.....

.....

Date :  
.....

Witness :  
.....

**Note:**

**Performance bond by way of a bank guarantee issued by a Bank approved by the Central Bank of Sri Lanka and operating in Sri Lanka to the value of 10% of the contract price valid for one year subject to annual renewal for the entire period of the contract.**

## SECTION-11-FORMAT OF CONTRACT AGREEMENT

**THIS AGREEMENT** made and entered into at Colombo on this .....day of ..... by and BETWEEN;....., a Company duly incorporated in (Country) under registration No. ...., having its registered office at ..... (Hereinafter called and referred to as “**The CONTRACTOR**” which term of expression as herein used shall where the context so required or admits mean and include the said ....., it’s successors and assign) on the one part

AND

CEYLON SHIPPING CORPORATION LTD(CLIENT), a Company duly incorporated in the said Republic of Sri Lanka under registration No PB 227 having its registered office at No,27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01 (Herein after called and referred to as the “**The CLIENT**” which term of expression as herein used shall where the context so requires or admits mean and include the said CEYLON SHIPPING CORPORATION LTD, his successors and assign) on the second part.

Together the “Parties”

**The CLIENT** is desirous that certain works should be executed, viz. Procurement of An Accounting Software Solution For Finance Department of Ceylon Shipping Corporation Ltd, which is more fully described in the documents made part and parcel hereto.

**NOW THE AGREEMENT WITNESSETH** as follows: -

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them subject to the Conditions of the Contract hereinafter referred to.
02. Documents construing part and parcel of the Agreement.
  - Description of the Bid
  - Instructions to Bidders/Specific Instructions to Bidder
  - General Conditions of Bid/Specific Conditions of Bid
  - Specifications
  - Statement of Compliance
  - Form of Bid
  - Bidding Data Sheet/Offer Sheet
  - Subsequent Negotiations & Clarifications
  - Letter of Award
  - Board Resolution pertaining to the approval of the contract / agreement

In consideration of the payments to be made by **The CLIENT** to **The CONTRACTOR** as hereinafter mentioned **The CONTRACTOR** hereby covenants with **The CLIENT** for the **PROCUREMENT OF AN ACCOUNTING SOFTWARE SOLUTION FOR FINANCE DEPARTMENT OF CEYLON SHIPPING CORPORATION LTD**, in conformity in all respects within the provision of the Contract.

01. The Client hereby covenants to pay the Contractor in consideration of the Computerization of **An Accounting Software Solution For Finance Department Of Ceylon Shipping Corporation Ltd**

of Ministry of Ports, Shipping and Aviation , the Contract Price at the terms and in the manner prescribed by the Contract.

- 02. Contract Price :
- 03. Payment Terms :
- 04. Delivery Period :
- 05. Completion /Validity Period :
- 06. Obligation of the Contractor:
- 07. Obligation of the Client :
- 08. Performance Guarantee :
- 09. Liquidity Damages :
- 10. Warranty and Maintenance Support Services:
- 11. General
  - 11.1 Applicable Law and jurisdiction
  - 11.2 Arbitration
  - 11.3 Termination
  - 11.4 Modification
  - 11.5 Documents
  - 11.6 Confidentiality
  - 11.7 Notices

**IN WITNESS OF ABOVE** the authorized representatives of parties, placed their signatures hereunder and one another of the same tenor on the dates and places mentioned below.

**On behalf of The CONTRACTOR**  
.....

**On behalf of The CLIENT**  
**CEYLON SHIPPING CORPORATION LTD**

.....  
(Authorize Signatory Name)  
(Authorize Signatory Designation)  
At –  
Date –

.....  
**W.S.WEERAMAN**  
**CHAIRMAN**  
At-  
Date-

**Witnesses:**

Name	Signature	Name	Signature
1.		1.	
NIC No:		NIC No:	
2.		2.	
NIC No:		NIC No:	

## **Annexure - 1**

### **Schedule of requirement Annexure**

<b>Description</b>	<b>Quantity</b>	<b>Delivery Installation &amp; Commissioning Period from the date of awarding</b>	<b>Delivery Installation &amp; Commissioning Period from the date of awarding (Bidder offered delivery date)</b>	<b>Place of Delivery</b>
Install Accounting Software	1	10 days		
Data Migration		30 days		
Training Session Needed modification should be applied in the system (ongoing from the date of installation)		20 Days		
Needed modification should be applied in the system /Customization.		120 days		

## **Annexure - 2**

### **Inspection and Testing**

All accounting package shall be subjected to inspection and testing via evaluation panel decided by the CSC.

## **Annexure - 3**

### **Terms of payment**

Deliverable 1 (supply install accounting system)	10%	
Deliverable 2 Implement the accounting package		
Deliverable 3 Modification / Customization	35%	
Deliverable 4 Training and capacity building (on-going from the date of installation)	10%	
Deliverable 5 Data Migration *Mandatory	30%	
Deliverable 6 One month after completion of all above	10%	
Deliverable 7 Retention after the completion of warranty	5%	

After inspection our existing system, bidders shall give an approximate time period for data migration.

#### Annexure - 4

##### **Content of the Bidding Document**

- I. **Experience (in similar capacity)** - The bidder shall have minimum of 5 years of experience in implementing of an Accounting Software Solutions (At least 03 similar projects in last 05 years). **Please use the following data sheet to verify the experience (Use the following sheet as a self-attested copy)**

##### **Project Sheet**

**Important:** Indicate up to **3 reference projects** that the firm/sub-consultancy/joint venture experiences are relevant.

##### **Project 1 of.....**

1.	Project Name	
2.	Name of Client	
3.	Client Reference (Contact Name & Contact Number)	
4.	Country	
5.	Participation	<input type="checkbox"/> As lead firm (experience related to the project lifecycle) <input type="checkbox"/> As associate firm(experience related to the project lifecycle)
6.	Consultancy Services(should specifically indicate associate firm's staff allocations)	
	8.1 No. of staff	
	8.2 No. of person months	
7.	Length of Consultancy Assignment	
8.	Start Date (dd/mm/yyyy)	
9.	Completion Date (dd/mm/yyyy)	
10.	Name of Associate Firms (if any)	
11.	No. of Person-Months of Professional Staff Provided by Associated Firm(s)	
12.	Name of Senior Staff (Project Director/Coordinator, Team Leader)Involved and Functions Performed (should specifically indicate associate firm's staff involvement)	
13.	Detailed Description of the Project	
	15.1 Explain the project domain. 15.2 Size of the project. Example: Number of concurrent users, Number of transactions per second/ minute/ hour 15.3 Other information	
14.	Detailed Description of the Actual Services Provided by your Firm. (Please fill the applicable sections given below)	

	<p>(i) Enterprise level responsive applications related and Mobile</p> <p>(ii) Projects experience with n-tier architecture</p> <p>(iii) Implementation of nonfunctional requirements (performance, security, high availability, usability etc.)</p> <p>(iv) SQA process</p> <p>(v) Support and maintenance process</p>
--	---

II. **Certifications**–The bidder or/and core product developers, cloud solution providers shall be certified for ISO 9001 for Quality Management and ISO 27001 for Information Security or any other equivalent quality standard certificates. Documentary evidence to this effect shall be enclosed with the Bid.

III. **Copies of Audited Financial Statements** - The Bidder shall possess minimum Average Annual Turnover of 100 Million Rupees during the last three (03) years. Copies of Audited Financial Statements shall be enclosed with the Bid.

IV. Should present the Business Registration, VAT certificate and other relevant documents.

Other than above the Bidder shall submit the bid with following documents:

1. Bid Submission Form
2. Price Schedule
3. Bid Security
4. Performance Security
5. Compliance Sheet(Annexure 5)

The following additional documents shall be submitted with the bid:

1. Copy of Certification of Incorporation, Memorandum of articles, Partnership Deed.(If the bidder is a partnership true copy of the partnership agreement should be provided and if it is a limited liability company BRC & Form 15 should be provided)
2. Copy of Tax registration Certificate (TIN) and VAT Registration
3. Self-attested copies of work order (use the above project sheet) and their respective project completion Certificates issued by clients for similar work/projects.
4. Certificate Copy of audited financial statement for last three financial years.



## Annexure 5

### Compliance Sheet (Should filled by the bidder)

Category	Function	Yes	No
<b>General</b>	Data Import and Export		
	Change user passwords		
	Define approval matrix and workflows with multiple approvals		
	Approver to do the functions like Approve, Reject with Comments, Amend		
	Notify the sender/ requester regarding the approval/ rejection		
	Generate notifications to the relevant user via an email/ pop up/ SMS		
	Maintain user activity logs		
	To obtain multiple printouts of the reports		
	Feed data for systems used for analytics		
	Integration with third party systems		
	Propose user-friendly screens (new UI) for Dashboards		
	License Administration		
	Provide multiple levels for data entry		
	File backup and recovery capability to restore damaged files		
	KPI and Dashboards		
<b>Revenue</b>	Debt Recovery		
	Cash receipts and record in the system		
	Automated updating of cash receipts		
	Customer wise detailed accounts receivables		
	Debt collection		
	Revenue recognize from different customers / projects		
	Reconciliation of system record of cash receipts with the invoices raised		

	Revenue records in monthly / quarterly / annually		
	Maintain customer master		
	Maintain customer categories		
	Maintain bank details of the customer; Bank Name, Bank account number, Currency, Term of trade CIF, FOB, Swift code for TT, etc		
	Record / upload customer profile details		
	Specify a vendor also as a customer		
	Maintain customer wise price lists		
	Avoid duplicate customer records		
	Maintain credit limits		
	Alert when exceed the credit limits		
	Ability to update the debtor when payment is received.		
	Ability to get Outstanding debtors list at any given time.		
	Ability to send reminders through email.		
	Generate sales orders		
	The system should maintain printable versions of the created documents		
	The invoice should contain at least the details like, Invoice number, Sales Order number, Customer details, date, currency, payment term, due date, items, item description, quantity, unit of measure, selling price of each item and total, taxes etc.		
	The system should facilitate the printing of the generated invoice		
	Customer returns		
	Settle the credit note against the invoice		
	Invoice generation in different currencies		
	Process the receipt		
	Settle receipt against the invoice		

	System should facilitate to record the Invoice in 02 different currencies other than the reporting currency		
	System should facilitate to set off the receivable and payable to 01 Agent in different currencies as well		
<b>Book Keeping</b>	System approval to update general ledger		
	Asset- revaluation ,depreciation calculation , addition, disposal ,impairment, Especially useful time review & relevant activities according to LKAS		
	TAX adjustment, Tax calculation, Tax audit reports		
	Balance analysis of accounts for any period		
	Maintaining user level with Admin user		
	Master data maintenance to control the exchange rates		
	Sales order information, unit prices, income records maintained		
	Future cash flow assessment / cash forecast		
	Invoice number to generate from system		
	Invoice process in the accounting system		
	Service codes / transaction dates / quantities / customer order details		
	Comparison of prices		
	Authorization of invoices generated through system		
	Comparison between period end invoices and log of delivery orders		
	Master data management		
	Invoices to be raised based on the instructions		
	Maintenance of vendor master data		
	Current asset record		
	Working capital management		
	General ledger codes and Journal entries		
	Monthly Financial Statements		
	Quarter /Semi Annual / Annual Financial statements		
	Budget variance vs Actual accounts		
	Preparation of Bank Reconciliations		
	Daily cash position		
<b>Other General Ledger areas to consider</b>	Maintain chart of accounts list		
	Define chart of accounts in to different levels		
	Maintain segments, profit centers, cost centers		

	Active/ inactive accounts for specified date range		
	Handling of large number of accounts in the ledger including sub ledgers		
	Define the fiscal years (E.g., Calendar Year - 1st of April to 31st of March)		
	Facility to divide fiscal year into posting periods (E.g., Calendar Month - 1st of January to 31st of January)		
	Allocate and apportion general costs to individual cost centers		
	Address the unrealized exchange gain and loss account where necessary		
	Facility of entering adjustment postings		
	Close periods permanently after which period cannot be re-opened, without authorization		
	Reopen posting periods through higher level approval		
	Automatically carry forward GL account balances, customer and vendor account balances to the new fiscal period or for the new financial period		
	Journal Entries		
	Multiple journal series		
	Recurring journal entries		
	Creation of provisions (E.g., provision for depreciation, bad debts, bonus, gratuity, etc.) for a given period upon which the relevant accounts will be updated		
	Reverse journal entries		
	Automatically identify warn the user of errors online before saving (Posting) Debit/Credit balance		
	Drill down display of transaction to source documents		
	Selected fields of the ledger can be linked to Microsoft Excel or word and Import/Export data into the same program		
	Reconciliation capabilities for advances, payables & receivables controls accounts with main ledger.		

	Facility to reconcile inter department balances individually Define and maintain different types of taxes		
	Ability to have a predefined formula for each tax code that will be used to calculate tax amounts		
	Facilitate to post tax amounts to identified tax accounts		
	Import costing		
	Maintain different currencies/ multi-currency		
	Create supplier invoices		
	User to submit the invoice for approval		
	Manage payment process		
	Cheque printing		
	Cheque cancellation		
	Automatically pass the cheque calculation (reversal) journal entry and create creditor again in the system		
	Maintain payment terms		
	Different payment types (Ex. cash, cheques, cards, etc)		
	Generate Profit and Loss (SOCI) statement and Balance Sheet (SOFP)		
<b>Revenue</b>	Debt Recovery		
	Cash receipts and record in the system		
	Automated updating of cash receipts		
	Customer wise detailed accounts receivables		
	Debt collection		
	Revenue recognize from different customers / projects		
	Reconciliation of system record of cash receipts with the invoices raised		
	Revenue records in monthly / quarterly / annually		
	Maintain customer master		
	Maintain customer categories		
	Maintain bank details of the customer; Bank Name, Bank account number, Currency, Term of trade CIF, FOB, Swift code for TT, etc		

	Record / upload customer profile details		
	Specify a vendor also as a customer		
	Maintain customer wise price lists		
	Avoid duplicate customer records		
	Maintain credit limits		
	Alert when exceed the credit limits		
	Ability to update the debtor when payment is received.		
	Ability to get Outstanding debtors list at any given time.		
	Ability to send reminders through email.		
	Generate sales orders		
	The system should maintain printable versions of the created documents		
	The invoice should contain at least the details like, Invoice number, Sales Order number, Customer details, date, currency, payment term, due date, items, item description, quantity, unit of measure, selling price of each item and total, taxes etc.		
	The system should facilitate the printing of the generated invoice		
	Customer returns		
	Settle the credit note against the invoice		
	Invoice generation in different currencies		
	Process the receipt		
	Settle receipt against the invoice		
	System should facilitate to record the Invoice in 02 different currencies other than the reporting currency		
	System should facilitate to set off the receivable and payable to 01 Agent in different currencies as well		
<b>Payments</b>	System generated payment vouchers		

	Creditors age analysis		
	Payment advance record		
	Maintenance of payment schedule		
	Automated payment order / Service order process		
	Multicurrency facility		
	Netting & Offsetting Payment		
	Maintain supplier master with relevant information		
	Maintain supplier categories		
	Maintain bank details of the vendor; Bank Name, Bank account number, Currency, Term of trade CIF, FOB, etc, Swift code for TT		
	Record / upload supplier profile details		
	Specify a supplier also as a customer		
	Maintain supplier wise price lists		
	Maintain an approved supplier list		
	Avoid duplicate supplier records		
	View the transaction of individual creditors at any given time.		
	Statement of VAT paid to each suppliers/creditors monthly basis.		
	Process supplier invoice		
	Supplier returns		
	Settle debit notes against invoice		
	System should facilitate to upload supporting documents to the system		
<b>Payroll</b>	Payroll System		
	Staff loan and salary advance payment		
	HR function integrated with finance and daily attendance		
	Staff loan process		
	To compensation process, this module should provide ease in conducting all necessary functionalities with higher efficiency and reliability. From generating pay slips, payroll reports, increments, can be handled through one single platform.		

	The system should facilitate the payments to be processed based on information captured from the Attendance and Absence Management modules for overtime, no pay and other attendance-based incentives automatically.		
	Should have an easy method of configure earnings and deductions according to business requirements and policies.		
	Should be highly accurate and speed up the stages in the process through automated and predefined logics, calculations and should have the features and comprehensive validation procedures to avoid human errors on data insertions from occurring.		
	Option of pay slip widget on Self Service portal to print/view slips		
<b>Crew Wages</b>	Payroll for ship crew		
	Creating Master file by Technical Department		
	Generate Appointment Letters, S/off Letters and Extension Letters (Hard copy & Soft copy)		
	Internal control for indicating of service period		
	Portage account		
	Prepare Portage account by vessel & send it to the Technical Department		
	Check & upload Portage account to the system by Technical Department		
	Generating reports & Text file related to the EPF, ETF, PAYE and Stamp Duty		
	Passing entries for crew wages		
	Generate Reports related to the crew wages		
<b>Cash Book</b>	Maintain adequate bank accounts in the system		
	Maintenance of bank and branch code of the system		
	Issuing of system generated receipt numbers with the general ledger to be updated with date, receipt number, payee, narration, amount etc.		
	Cheque printing with General ledger updating all field with		



	manually generated voucher number		
	Ability to pay by many cheques for a voucher and pay by a cheque for many vouchers		
	Handling of stamp duty payable tax, PAYE payable, WHT payable for payment vouchers and receipts and remit them at the end of each month		
	Automatic bank reconciliations		
	Manual bank reconciliations		
	Identify dishonored cheques / cheque returns / bounced cheques		
	Generate petty cash request		
	Check the unsettled petty cash bills before approve the request		
	Facility to approve or reject the petty cash request		
	Generate petty cash voucher with sequence number		
	Notify the approver once issue the petty cash to requestor		
	Settlement of Petty Cash/ IOU		
	Upload Bills/ Invoices/ Expense Summary		
	Facilitate budgets		
	Identify Deferred Tax Provision for the period and prepare Journal entry		
	Review and approve the system generate journal entry and post it once approved		
<b>Fixed Assets</b>	Maintain fixed assets master		

	Fixed Asset Purchase Request		
	Approve fixed assets request		
	Automatic depreciation calculation for the period		
	Facilitate to generate fixed assets depreciation schedule for the defined period		
	Asset disposal, impairment		
	Asset revaluation		
	Asset transfers		
	Convert an approved transfer request to a transfer note		
	Extract Fixed Asset Report from Asset Register		
<b>Inventory</b>	Maintain Item master data		
	Maintain forecasting parameters		
	Forecast for a specified number of periods		
	Track serial numbers in a batch		
	Track expiration dates		
	Dimension of an item (length, height, width, weight (Gross Weight, Net Weight, Weight Unit), etc.)		
	Maintain multiple unit of measures		
	Inventory valuation methods		
	Maintain item location-related details (Eg: Location, Division, Subdivision, department, warehouse-related data, etc.)		

	To define and maintain the item stock location for each shelf		
	Maintain multiple storage structures		
	Warehouse/ Location Code and Description		
	Storage location and Code		
	Storage rack details with rack, row and bin code, description, dimensions, etc.		
	Define the specific location based on the item category		
	Stock transfers		
	Multiples users with sub stores in sub locations i.e. Departments, Centers and Units		
	Different level authorization and validation		
<b>Tax Returns</b>	Facility to prepare and submit All types of tax returns as per requires way of DIR (Income tax, VAT, APIT, WHT, SSCL and etc.)		
<b>Reports</b>	Preparation of Statement of Financial performance, Financial Position, statement of cash flow and other monthly reports according to relevant formats		
	Audit Trail report		
	Special reports on request for specific period, ledger accounts.		
	Age analysis for debtor and creditor		
	Tax report on pre-defined formats		
<b>Employee Attendance</b>	Should have better monitoring system of employee attendance and maintaining discipline in work hours since it is an essential aspect of organizational productivity. The Time and Attendance module should simplify the tedious tasks involved with monitoring employee time and attendance, tracking and data		

	collection.		
	Supervisors should able to view and monitor attendance patterns of geographically dispersed employees.		
	Popups/notifications should be sent automatically regarding employee delays or any other issues related to attendance.		
	There should be a simple method for monitoring the extend shifts beyond midnight along with continuous shift monitoring, with accurate time capturing through attendance devices.		
	Should have the ability to customize the attendance policies according to the organizational requirements.		
	System should help to track the multiple leave types, manage how each should be allocated, applied and even used since unexpected or unaccounted absences create disruptions to the workflow of an organization, causing sudden interruptions in achieving the expected productivity.		
	System should provide a quick, error free and effortless way to organize, apply and approve leave throughout the organization.		
	System should avoid misconduct or violations of organizational attendance policies.		
	Should have an option of automatic e-mail notifications regarding leave requests, approvals and rejections along with approval and rejection functions through e-mail.		
	An authorized user or supervisor should able to perform leave related activities such as applying leave/short leave, cancelling applied leave, viewing leave details and viewing leave statistics on behalf of his / her subordinates		
<b>Software and infrastructure requirement</b>	Cloud hosting facility with a dedicated server		
	On Premises Infra-structure charges(servers and any other hardware and software requirements)		
	<b>(Based on the cost benefit analysis, tender evaluation committee will select the suitable infrastructure)</b>		
<b>Other Requirements</b>	Bidder shall have minimum of 5 years of experience in implementing of an Accounting Software Solutions (At least 03 similar projects in last 05 years)		

	Software should be well known for accuracy, reliability and security of data and related reports generated by the system and well tested for errors free running similar size organization. Please submit the Purchase order with Recommendation letters from clients.		
	Availability of a qualified development team consist of a software architect ,project manager, software, engineer, QA engineer and business analyst.( Profiles need to be attached.)		
	Bidder should have at least 5 clients who have 500 or more employees with the recommendation letters from clients. (Client Recommendation to be attached).		
	The bidder or/and core product developers, cloud solution providers shall be certified for ISO 9001 for Quality Management and ISO 27001 for Information Security or any other equivalent quality standard certificates. Documentary evidence to this effect shall be enclosed with the Bid.		
	Bidder shall possess minimum Average Annual Turnover of 100 Million Rupees during the last three (03) years.		
	Copies of Audited Financial Statements for last three years should enclose with the Bid.		
	Ability to increase the user license.		
	Comprehensive maintenance for five years.		
	Submit a yearly preventive maintenance scheme for after the warranty period.		
	Provision to integrate the existing system and new system through APIS.		
	Introduction of upgrading versions, and upgrading methodology for latest versions.		
	Possibility to customization in respect of each module		
	Availability of user training facilities		
	Project team structure and staff allocation		
	Availability of help desk facility		
	Action plan for the implementation with milestones.		
	Should present the Business Registration, VAT certificate and other relevant documents.		

