

BIDDING DOCUMENTS

**SMALLHOLDER AGRIBUSINESS PARTNERSHIPS PROGRAMME
(SAPP)**

PRESIDENTIAL SECRETARIAT

**Procurement of a Service Provider to Upgrade and Maintain
Programme MIS**

Contract No. PS/SD/SAPP/PR/GS/MIS

UNDER NATIONAL COMPETITIVE BIDDING METHOD

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Section I Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Section III - **Employer's Schedule of Requirements (TOR)**. The name and identification number of the Contract is provided in the Bidding Data.

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidder

2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 If stated in the Bidding Data or Schedule of requirements, all bidders shall include the following information and documents with their bids in Section III:

- a) List of Services performed for each of the last five years;
- b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- c) Work plan and methodology
- d) list of major items of equipment proposed to carry out the Contract;
- e) qualifications and experience of key staff proposed for the Contract;
- f) any other if listed in the Bidding Data.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

4. Site Visit

4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

- Section I Instructions to Bidders
 - Section II Bidding Data
 - Section III Employer's Schedule of Requirements
 - Section IV Bidding Forms
 - Section V Conditions of Contract
 - Section VI Contract Data
 - Section VII Contract Forms
- Invitation for Bid

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:

- a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION" (TECHNICAL PROPOSAL); and
- b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID" (FINANCIAL PROPOSAL) and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".

8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:

- i. Bidding Document (excluding Financial Proposal)
- ii. Bid security if requested;
- iii. Other information listed in Bidding Data; and

iv. Any other information, bidder may wish to include

8.3 The Envelope 2, marked an “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:

- a) be addressed to the Employer at the address provided in the Bidding Data;
- b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices

9.1 The Contract shall be for the Services, as described in the Employer’s Schedule of Requirements, Section III, based on the priced Activity Schedule submitted by the Bidder.

9.2 The Bidder shall fill in rates and prices for all items of the Services described in the Employer are Schedule of Requirements, Section III and listed in the Activity Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately if VAT is applicable.

10. Currency of Bid and Payment

10.1 The lump sum price shall be quoted by the Bidder and it shall be in Sri Lanka Rupees.

11. Bid Validity

11.1 Bids shall remain valid for the period specified in the Bidding Data.

11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- b. if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:

- a) be addressed to the Employer at the address provided in the Bidding Data;
- b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids

15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening

17.1 The Employer 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.

17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

17.3 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 21.2.

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Evaluation of Qualification and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Schedule of Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.

20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Schedule of Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.

21 Evaluation of Financial Bid

21.1 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,

21.2 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

21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- a) excluding Provisional Sums and the provision, if any;
- b) correcting the arithmetical errors in-pursuant to Clause 22.
- c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.

d) applying any discounts offered by the Bidder.

21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub Clause 12.5.

F. Award of Contract

23. Award Criteria

23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24. Employer's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25. Notification of Award and Signing of Agreement

25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26. Performance Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27. Advance Payment and Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

Section II Bidding Data

Instructions to Bidders Clause Reference

- (1.1) The Employer is:
**Smallholder Agribusiness Partnerships Programme, Renuka Building, 1st Floor,
No.41, Janadhipathi Mawatha, Colombo 01**

The name and identification number of the Contract is:

**Procurement of a Service Provider to Upgrade and Maintain Programme MIS
(Management Information System)**

Contract No. PS/SD/SAPP/PR/GS/MIS

- (1.2) The Intended Completion date is: **Within 4 months from the date of signing the agreement (Specific days will be notified later). Two months trouble shooting period will also be allowed.**

- (8.4) The address for submission of Bids is:

**Chairman,
Project Procurement Committee
Smallholder Agribusiness Partnerships Programme
Renuka Building, 1st Floor,
No.41, Janadhipathi Mw, Colombo 01**

- (11.1) The period of Bid validity shall be: **45 days beyond the date of bid closing**

- (12.1) The amount of Bid Security shall be: **Rs. 15,000.00**

The Bid Security shall be valid until: **18th March 2019**

- (14.2) The Employer's address for the purpose of Bid submission is:

**Chairman,
Project Procurement Committee
Smallholder Agribusiness Partnerships Programme
Renuka Building, 1st Floor,
No.41, Janadhipathi Mw, Colombo 01**

For identification of the bid the envelopes should indicate: Contract,
Procurement of a Service Provider to Upgrade and Maintain Programme MIS

Bid / Contract Number: **Contract No. PS/SD/SAPP/PR/GS/MIS**

(15.1) The deadline for submission of bids shall be: **2.30 p.m on 21st January 2018**

(17.1) Bids will be opened: **Soon after closing the bid**

(20.3) Criteria for Evaluation of Qualification and Experience: **Weights given to technical proposal is 70%**

The contract will be awarded based on 'Quality and Cost Based Selection (QCBS)' method. Marks will be allocated as follows.

Experience of the Service provider - Allocated 05 marks

Similar experience of the Service provider - Allocated 10 marks

Methodology, technical approach, work plan- Allocated 15 marks

Team qualifications & experience - Allocated 40 marks, which will be comprised of;

(a) MIS engineer - Allocated 10 marks

(b) System Architect - Allocated 10 marks

(c) UI/UX designer - Allocated 10 marks

(d) MIS programmer - Allocated 10 marks

- **Note:** after evaluating the technical proposals, the financial proposal will also be considered for the evaluation. Hence the final marks will be allocated as a combined evaluation. Maximum marks for the technical proposal will be 70 and balance 30 marks will be allocated to financial proposal which should be submitted in a separate envelop. Any service provider should gain minimum 49 marks out of 70 to be eligible for the service delivery.

21.4 Evaluation of financial proposal:

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:

Technical Proposal 70%

Financial (Price) proposal 30%

Section III Employer's Schedule of Requirements (TOR)
Contracting a Service Provider to Upgrade and Maintain Programme MIS
Smallholder Agribusiness Partnerships Programme (SAPP)

1. Background of the Programme

The SAPP is designed to contribute Sri Lanka's smallholders' poverty reduction and competitiveness. Its primary objective is to sustainably increase household income and quality of family diet by establishing confirmed market for rural producers under Public Private Producer Partnership (4P) mechanism.

2. Programme area and target group.

The programme will have national coverage, though special attention and preference will be given to low income districts and areas where agri-production potential is high. The programme is demand-driven and the willingness and the equal commitment of programme partners (Rural farmers, Agribusiness companies, Banks, Insurance providers etc) are essential in reaching programme objectives. More emphasis will put forward in developing Producer/Farmer Organizations (POs /FOs) under SAPP to be in line with Government's policy and development agenda, and to ensure sustainability of supported Producer/Farmer Organizations within 4P mechanism. The target group of 57,500 poor rural households with the potential to become active economic players under commercially-oriented production and marketing systems with diverse array of value chains will be assisted under the programme.

3. Programme Components

Component 01- Access to commercial partnerships

This component includes two sub-components: (1.1) Establishing 4Ps (new 4Ps, Ex National Agribusiness Development Programme : NADeP scale ups, 4Ps with POs/FOs); and (1.2) Institutional strengthening and capacity building of Producer/ Farmer groups (within a market-driven model). A total of 35,000 households will be directly reached through 4P schemes and institutional strengthening interventions. Rural youth will also be considered (no. of 2500) under this component to become entrepreneurs and to respond the demand for services generated along value chain complements in 4Ps.

Component 02 – Access to rural finance

This component consists of two sub components: (2.1) Financing of 4Ps; and (2.2) Institutional strengthening for the financial services sector. The component follows the strategies, modes of intervention and investment opportunities that emerge under component 1 (to satisfy the credit requirements of 4Ps and youth entrepreneurs) and aims at facilitating access to rural financial services in a sustainable manner mostly through training and technical assistance.

Component 03 - Programme management and policy dialogue

This component comprises two sub-components: (3.1) Programme and knowledge management; and (3.2) Policy dialogue.

4. Objectives and the purpose of service required

SAP programme established exclusively to contribute rural poverty eradication and to improve competitiveness of the rural producers. Therefore the programme will strive to be a learning organization. The Public Private Producer Partnership (4P) mechanism itself is a novel concept and it has been pioneered by ex NADeP programme (predecessor of SAP) and the success derived through NADeP has led to extend the support to rural producers. Thereby the programme will learn systematically and collectively from its own 4P projects. There are key partners and various stakeholders linked to PMU to serve different necessities and private companies, banks, beneficiaries are fundamental among them. A tailored initiatory MIS has been developed in-house at present to serve stakeholders of both internal and external in-order to satisfy their data requirements.

Existing MIS is a web based application developed on PHP language using “codeigniter” framework with “mvc” architecture. The current system enables beneficiary registration and tracking, recording and updating Household (HH) demographic information, 4P project contract management and tracking, performance management, Annual Work Plan & Budget (AWPB) activity tracking and staff management etc. This system needs a fast upgrade to transform in to a fully fledged MIS that can process bulk entries, especially fund transfer and asset verification accurately. MIS full upgrade is required immediately followed by debugging period with regular maintenance support which is required until the project term is completed.

This service requisition has the following objectives

- New modules and module expansion, inter module processing and reporting capabilities of the MIS must be enhanced, particularly to include reports for the targeting test, performance evaluation, contract management, process/activity management, staff management, output tracking and various other reports on demand.
- Ability to upload excel spreadsheets to MIS by the users with proper allocation of fields.
- Creating a dashboard that has the most useful and relevant information for management.
- Train and transfer knowledge to MIS team on the source code programming language and allow them to make further improvements or changes to the system collaboratively.
- Carry out corrective and adaptive maintenance in order to improve the software application as and when necessary.

5. Roles and responsibilities

Under the direct supervision of the Deputy Programme Director, the service provider will perform activities under following parameters to upgrade and maintenance of SAPP MIS.

1. Enable a function to upload excel spreadsheets and booklets directly to the MIS
2. Create a function for archiving entered EOIs/various training details/ back to office etc details. Track of EOI transformation to a partnership (4P scheme - Private companies/ FOs/ POs/ Youth groups)
3. Diverse reporting systems; create more graphicalorientation/ options – dashboard alike; including pie charts, bar and line graphs (variables to be defined with each division’s requirement)
4. Enable a sort/filter function (ie.date, type, category etc)
5. Enhance report capability by creating functions for the aggregation of data across projects/grants & credit as well as sum and average calculations
6. Add and/or further define fields as per the inter related modules, create ‘hide’ function as necessary
7. Create fields and reports for LFA/ ORMS indicators (refer to LFA/ORMS and M&E matrices)
8. Create Dashboards (general and for specific modules with the consultation of division heads) for MIS containing relevant and useful information for easily accessible references
9. Advise on creating more comprehensive reports and/or defining fields

10. Enable a function for the MIS to send reminder emails for tasks and payments (to relevant officers on service provider settlement etc)
11. Providing training to PMU officers and regular maintenance (bi-monthly) collaboratively with MIS staff

6. Overview of the existing system and PMU requirements

Existing modules	Required modules and tasks
<p>➤ 4P Project Management</p> <p>Add new EOI, View EOI</p> <p>Add new project, View projects</p> <p>EOI dashboard</p> <p>➤ Beneficiary Management</p> <p>Register beneficiary by promoter</p> <p>Verify beneficiary PFI/CBSL</p> <p>View beneficiaries by project</p> <p>View all beneficiaries</p> <p>Assign SMs to beneficiary</p> <p>Upload photos</p> <p>➤ Disbursement Management</p> <p>Add supplier</p> <p>Add product</p>	<p>➤ Fund disbursement (part completed) - Grant and credit verification & authorization</p> <p>➤ AWPB tracking</p> <p>➤ Training Programme tracking</p> <p>➤ Field visits tracking / M&E visits tracking</p> <p>➤ SM/coordinator management and reporting module</p> <p>➤ M&E activities – LFA / ORMS indicator tracking, Partner progression and farmer progression linked to SM/coordinator module</p> <p>➤ KM and Knowledge dissemination</p> <p>➤ Develop verification compatibility with CBSL application platform</p> <p>➤ Report generation</p> <p>Generate Reports according to 4P project, partner bank, category wise, according to the selected time period, province, district, DS wise etc</p> <p>(Graphs, charts, excel sheets, pdf and custom query results, dashboard etc)</p> <p>The report page - when a user is selecting a date range, the report will generate according to the given date range. Or user can generate reports according to the selected province, district or DS wise.</p> <p>➤ General dashboard and Module dashboards</p> <ul style="list-style-type: none"> • Total # beneficiaries (male/female/youth) • Total youth entrepreneurs (male/female) • No. of 4P partnerships categorically Total grants, credits disbursed • Aggregated outputs (machinery, traings etc) • Institutional strengthening milestones <p>➤ Other tasks</p> <ul style="list-style-type: none"> • Need analysis • Gather requirements • Feasibility studies and identifying technologies meet the requirement. • Conducting training programs. • Maintaining system and database backups. • Prepare reports to show the program progress. • Prepare MIS user manual.

7. Anticipated scope of the MIS upgrade

- **User management** - The system should provide different levels of access different user categories
- **Database maintenance** - The system should enable administrator / nominated users to insert, update and delete records in database tables.
- **Transfer mechanism** - The system should enable users to transfer data from other databases and excel files to the SQL database, and to export data into other formats, including but not limited to excel and pdf etc
- **Data manipulation functions** - The system should enable users to perform operations including but not limited to the basic operations like merging/demerging, handling data qualifiers, conditional operations etc.
- **Macro language** - The system should include a macro language that allows “if” conditions and loops plus all the data manipulation functions mentioned above, with a recording engine, macro management tools (create, save, delete, load, change etc).
- **User interface** - The system should allow the display of data as time series in an excel-based environment (mix of graphical and numerical) and all the functionalities listed above.
- **Data transfer** - The system should allow the data transfer between the internal and external databases.(TOMPRO & CBSL Applications)
- **Database history** - The system should include a log of all changes to the records in the database that can be used as a “restoration table” to undo changes that were made.
- **Training and closure** - The developer should provide all the tools, training and maintenance necessary for the effective use of the solution, including but not limited to: system usage guides, trainings for administrators and users, system documentation, system maintenance contracting, system support

8. Service deliverables

The service provider must deliver following outputs with regard upgrade and maintenance

1. MIS upgrade and adaptive maintenance: fully adapted to the PMU’s operational needs as herein envisaged with the respective source code
2. End user and system source code, manuals expressed with comments
3. Report of training process
4. Report on security entrust

9. Time frame

The service requirement for upgrade of the MIS is immediate and it has to be completed within 4 months from agreement signing followed by 2 months for troubleshooting. Regular maintenance support anticipated on demand. Anticipated Agreement awarding will be on January 2019. The estimated duration of the service requisition will commence until May 2023.

10. Methodology and plan of upgrade/ development

In order to accomplish the objectives of the assignment and the deliverables, the service provider required to deliver the following:

- A detailed methodology, technicalities and work plan to be submitted as a part of technical proposal.
 - Planned time table for meetings with relevant PMU officers/ divisions
 - Estimated duration for implementing changes/ upgrades to the SAPP MIS to meet the results
- Submit progress report bi-monthly on work done compared to agreed work plan on start of the period by the selected developer
- Upon completion of work, present changes to PMU before activation - allow minimum of one week for feedback

- The service provider arranges trainings to PMU staff on how best to use the new features of the MIS. This should be an interactive training that allows staff to use the new features of the MIS
- Approximately 1 or 2 day training for relevant PMU staff on batches
- Address any technical issues raised in the trainings and present final MIS to PMU and nominated partners
- Bi-Monthly system health report and feedback collaborated with MIS staff

11. Expertise and minimum team requirement

- For carrying out this service delivery, the firm with expertise in the implementation of information systems during the last 5 years
- Strong knowledge of PHP web framework Codeigniter
- Prior experience in PHP with MySQL database
- Understanding of MVC design pattern.
- Strong knowledge of HTML5,Bootstrap,CSS3,XML,javascript,jquery,AJAX and responsive web design
- Familiarity and prior experience of reports design tools and dashboard components
- Prior experience in building products with latest web technologies and javascript, jquery libraries.
- Experience in writing software that follows software development standards and secure coding practices.
- The upgrade / developer team should consist of 4 team members, namely, **Software engineer, System Architect, UI/UX designer, MIS programmers**
MIS engineer - A systems' graduate professional with experience exceeding 5 years in similar programs. His/her main objectives will be to train the SAPP staff in the program's operation and to ensure that the system works to suit the operational requirements identified by the divisional heads.
System Architect - A systems' graduate professional with experience exceeding 3 years, who has worked or participated in the system architecture design in at least three different projects.
UI/UX designer- A professional, will make MIS more responsive, attractive to the users and make easy to navigate.
MIS programmer - A professional, will make adjustments to the source program to the degree the design and program implementation progress requires.
- Confident with tight schedules and fast developments cycles.
- Able to solve complex performance problems and architectural challenges

12. Selection criteria

The contract will be awarded based on 'Quality and Cost Based Selection (QCBS)' method. Marks will be allocated as follows.

- | | |
|---|---|
| 12.1 Experience of the Service provider | - Allocated 05 marks |
| 12.2 Similar experience of the Service provider | - Allocated 10 marks |
| 12.3 Methodology, technical approach, work plan | - Allocated 15 marks |
| 12.4 Team qualifications & experience of; | - Allocated 40 marks, which will be comprised |
| (a) MIS engineer | - Allocated 10 marks |
| (b) System Architect | - Allocated 10 marks |
| (c) UI/UX designer | - Allocated 10 marks |

(d) MIS programmer - Allocated 10 marks

- **Note:** after evaluating the technical proposals, the financial proposal will also be considered for the evaluation. Hence the final marks will be allocated as a combined evaluation. Maximum marks for the technical proposal will be 70 and balance 30 marks will be allocated to financial proposal which should be submitted in a separate envelop. Any service provider should gain minimum 49 marks out of 70 to be eligible for the service delivery.

Service provider experience and designing team skills should clearly par with following requirements.

Knowledge & Understanding	Submission requirements
<ul style="list-style-type: none"> • Strong knowledge of PHP web framework Codeigniter • Prior experience in PHP with MySQL database • Understanding of MVC design pattern. • Strong knowledge of HTML5, Bootstrap,CSS3,XML,javascript • Familiarity with reports design tools and dashboard components • Prior experience in building products with latest web technologies and javascript, jquery libraries. • Prior experience of reports design tools and dashboard components • Experience writing software that follows software development standards and secure coding practices. 	<ol style="list-style-type: none"> 1) Previous project details and 2 client references as a part of technical proposal 2) Sending screenshot of the UI designs related to previous developed web applications, dashboards and proves of copyrights 3) Submission of most updated CV/Resume of technical team as a part of technical proposal and highlight skills and prior experience par with “Knowledge & Understanding” column of this table

13. Payment Plan

13.1 Lump sum amount – for full scale system upgrade price schedule should be submitted as follows.

No.	Item	Amount	Remarks
	Full system upgrade		
	Tax (if applicable)		
	Total		

The lump sum amount will be settled based on following milestones.

- Submission of the System Upgrade Specification by the selected service provider – 20%
- Completion of the proto type – 30%
- Submission of the final upgraded release – 50%

13.2 Maintenance fee on-demand basis when warranty expires: for this requirement rate per man day and rate per hour should be mentioned.

No.	Item	Amount	Remarks
1.	Rate per man day		
	Tax (if applicable)		

	Total		
2.	Rate per hour		
	Tax (if applicable)		
	Total		

14. Application Procedure

Interested service providers must submit the following documents/information to demonstrate their qualifications as follows.

- Cover letter to confirm the Interest
- Technical Proposal (separate envelop) – The experience of the service provider, similar experience of the service provider, Methodology, technical approach, work plan as per the Item No. 12 of this TOR with clear comply of the technical points mentioned. List of previous projects/ similar assignments with 2 ex-client recommendations within last 2 years
- Submission of most updated CV/Resume of technical team highlighting skills and prior experience par with Item No. 12 of this TOR. CV/ Resume should include 2 professional references with contact details (email and telephone)
- Financial proposal (separate envelop) should be submitted as per the guidance given in item number 13.
- Only short listed applicants will be contacted.

15. The proposal should be sent to the following address,

Chairman,
Project Procurement Committee
Smallholder Agribusiness Partnership Programme (SAPP)
No 41, Renuka Building (1st floor), Janadhipathi Mawatha
Colombo 01

General conditions:

- Selected service provider has an access to receive programme documents after signing an agreement with PMU.
- Minimum one year warranty period should be given for the full scale system upgrade.
- The ownership of the system and system copyrights including related documentation/publications will be owned by the SAP programme.

Section IV Bidding Forms

1. Bid Submission Form

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

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

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

To: **Chairman, Program Procurement Committee, Smallholder Agribusiness Partnerships Programme, Renuka Building, 1st Floor, No.41, Janadhipathi Mawatha, Colombo 01.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [** insert a brief description of the Goods and Related Services*];
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*
- (e) Our bid shall be valid for the period of time specified in BDS, from the date fixed for the bid submission deadline in accordance with BDS, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 26 and CC Clause 3.9 for the due performance of the Contract;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency/Ministry of Finance.
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of: (Bidders name)

Dated on _____ day of _____, _____

Seal

Bid Security (Bank Guarantee)

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date..... Signature of the Bank

Witness..... Seal

.....
[signature, name, and address]

Section V Conditions of Contract (CC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (b) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) “Employer” means the party who employs the Service Provider
- (e) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (f) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (g) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (h) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (i) “Employer’s Schedule of Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (j) “Services” means the work to be performed by the Service Provider pursuant to this Contract.

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in English Language

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5 Location

The Services shall be performed at such locations as are specified in the bidding document, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.

2.2 Starting Date

The Service Provider shall start carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and twenty eight (28) days' in the case of the event referred to in (f):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

(e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;

(f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider

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

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

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

3.2 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.3 Service Providers' Actions Requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and

d) any other action that may be specified in the Contract Data.

3.5 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in the bidding documents.

3.6 Documents Prepared by the Service Providers to Be the Property of the Employer

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.5 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.7 Liquidated Damages

3.7.1 Payments of Liquidated Damages

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

3.7.2 Correction for Overpayment

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

3.8 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it

becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities to carry out the assignment.

6. Payments to the Service Provider

6.1 Contract Price

The Contract Price is set forth in the Contract Data.

6.2 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the Contract Data for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

7.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in accordance with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

7.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 7.2.3.

7.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section VI Contract Data

<p>The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.</p>													
CC 1.1(d)	<p>The Employer is: Smallholder Agribusiness Partnerships Programme, Renuka Building, 1st Floor, No.41, Janadhipathi Mawatha, Colombo 01.</p> <p>Telephone: 0112431426</p> <p>Facsimile Number: 0112431345</p> <p>Electronic mail address: yasantha@sapp.lk</p>												
CC 2.3	<p>Intended Completion date: Within 4 months date from the date of signing the agreement</p>												
CC 3.7	<p>The liquidated damages rate is 0.05% per day of the contract price. However the maximum amount of liquidated damages for the whole contract is 5% of the final contract price</p>												
CC 3.8	<p>A Performance Security shall be required 10% of the total contract price</p>												
CC 6.2	<p>Terms and conditions of payment:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Project progression</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td> Mobilization advance (optional): Subject to the service provider submits the “Advance Payment Guarantee” acceptable to the employer. A commercial bank operating in Sri Lanka, Insurance Agencies: (as per the specified format) </td> <td style="text-align: center; vertical-align: middle;"> 20% of the total contract price </td> </tr> <tr> <td>Submission of the System Upgrade Specification by the selected service provider</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>Completion of the proto type</td> <td style="text-align: center;">30%</td> </tr> <tr> <td>Submission of the final upgraded release</td> <td style="text-align: center;">50%</td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 20% of the contract price and be completed when the progress payments have reached 75% of the contract price. <p>System maintenance charges will be made after the job is done.</p>	Project progression	Payment	Mobilization advance (optional): Subject to the service provider submits the “ Advance Payment Guarantee ” acceptable to the employer. A commercial bank operating in Sri Lanka, Insurance Agencies: (as per the specified format)	20% of the total contract price	Submission of the System Upgrade Specification by the selected service provider	20%	Completion of the proto type	30%	Submission of the final upgraded release	50%		
Project progression	Payment												
Mobilization advance (optional): Subject to the service provider submits the “ Advance Payment Guarantee ” acceptable to the employer. A commercial bank operating in Sri Lanka, Insurance Agencies: (as per the specified format)	20% of the total contract price												
Submission of the System Upgrade Specification by the selected service provider	20%												
Completion of the proto type	30%												
Submission of the final upgraded release	50%												

Section VII Contract Forms

Form 1

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of,2017

BETWEEN

(1) **Program Director, Smallholder Agribusiness Partnerships Programme** and having its principal place of business at **Renuka Building, 1st Floor, No.41, Janadhipathi Mawatha, Colombo 01**(hereinafter called “the Purchaser”), and

(2), a corporation incorporated under the laws of..... and having its principal place of business at..... (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz.,..... and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of Sri Lanka Rupees..... (herein after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Contract Data
- (c) Conditions of Contract
- (d) Schedule of Requirements and Technical Specifications
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) Suppliers acceptance
- (h) Performance Security

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser (Employer)

Signed:

in the capacity of

in the presence of

For and on behalf of the Supplier (Service provider)

Signed:

in the capacity of

in the presence of

Form 2

Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider 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 Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being 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 Service Provider 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 Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date

Form 3

Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 6.2 (“Conditions and terms of payments”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:.....

Date:

Invitation for Bid



Procurement Notice



Smallholder Agribusiness Partnerships Programme ((SAPP))
Sustainable Development Division - Presidential Secretariat

Procurement of a service provider to upgrade and maintain programme MIS (Management Information System) **CONTRACT NO. PS/SD/SAPP/PR/GS/MIS**

Smallholder Agribusiness Partnership (SAPP) Programme is jointly funded by the Government of Sri Lanka (GOSL) and the International Fund for Agricultural Development (IFAD). It is operating under the Sustainable Development Division of the Presidential Secretariat. The SAPP is designed to contribute to Sri Lanka's smallholders' poverty reduction and competitiveness. The programme development objective is to sustainably increase the income and quality of diet of 57,500 smallholder households involved in commercially-oriented production and marketing systems. The SAPP programme is instrumental to achieve GOSL priorities under the national policy framework on rural development through Public, Private, Producer Partnerships (4Ps).

1. The Chairman of the Project Procurement Committee (PPC) on behalf of the PE invites sealed bids from eligible and qualified bidders for the procurement of a service provider to upgrade and maintain programme MIS.
2. The Bidding will be conducted through the National Competitive Bidding Procedure.
3. The service provider must have following minimum team requirements
 - For carrying out this service delivery, the firm with expertise in the implementation of information systems during the last 5 years
 - Strong knowledge of PHP web framework Codeigniter
 - Prior experience in PHP with MySQL database
 - Understanding of MVC design pattern.
 - Strong knowledge of HTML5,Bootstrap,CSS3,XML,javascript,jquery,AJAX and responsive web design
 - Familiarity and prior experience of reports design tools and dashboard components
 - Prior experience in building products with latest web technologies and javascript, jquery libraries.

- Experience in writing software that follows software development standards and secure coding practices.
- The upgrade / developer team should consist of 4 team members, namely, **Software engineer, System Architect, UI/UX designer, MIS programmers**

Interested bidders can download the Bidding Documents through our website www.sapp.lk (please refer “DOWNLOADS” sub heading of the webpage).

4. Duly Completed bids should be delivered by registered post to the below mentioned address or deposited in the Tender Box kept at the SAPP office located at Renuka Building, 1st Floor, No.41, Janadhipathi Mawatha, Colombo 01 on or before **21st January 2018** at 2.30 p.m.
5. Bids will be opened immediately after the bid closing time in the presence of Bidders or their authorized representatives.
6. Please mark “**MIS**” on the top of Left Hand Corner of the Envelop
7. The Project Procurement Committee of the Smallholder Agribusiness Partnerships Programme reserves the right to reach the final decision in respect of selecting the qualified bidder.

Chairman,

Project Procurement Committee

Smallholder Agribusiness Partnerships Programme ((SAPP)

No 41, Janadhipathi Mawatha,

1st Floor, Renuka Building, Colombo 01