

Sri Lanka Accounting and Auditing Standards Monitoring Board Ministry of Finance

REQUEST FOR PROPOSALS (RFP)

Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board (SLAASMB)

RFP No: SLAASMB/GOSL/CON/QCBS/2021/01

Client:

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CONTENTS

SECTION 1: LETTER OF INVITATION	1
SECTION 2: INSTRUCTIONS TO CONSULTANTS	3
SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS	27
SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS	44
SECTION 5: TERMS OF REFERENCE	47
SECTION 6: STANDARD FORMS OF CONTRACT	76

SECTION 1: LETTER OF INVITATION



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RFP No: SLAASMB/GOSL/CON/QCBS/2021/01

- 1. Ministry Consultant Procurement Committee (CPCM) on behalf of the Sri Lanka Accounting and Auditing Standards Monitoring Board (SLAASMB) now invites proposals from interested eligible Consultancy/IT firms for Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board. More details on the services are provided in the Section 5: Terms of Reference in the RFP.
- A Consultancy/IT firm will be selected under Quality and Cost Based Selection (QCBS) method according to the procedures described in this RFP, and also in accordance with the Guidelines: Selection and Employment of Consultants: of Government of Sri Lanka (GOSL).

Consultancy/IT firm must meet the following minimum qualification criteria for the contract award:

- a) General Experience; Bidder should have general experience in Information Technology Contracts in the role of contractor, subcontractor or management contractor at least during last Three (3) years prior to the bid submission deadline;
- b) Specific Experience: Bidder should have successfully completed at least one (1) Software project with a value of at least LKR 20 million within the last 5 years.
- c) Average Annual Turnover: Bidder should have minimum average annual turnover of LKR 45 million calculated as total certified payments received for contracts in progress or completed, within the last 3 years.
- 3. Interested eligible Consultancy/IT firms may obtain further information from the office of SLAASMB, **Assistant Director Finance & Administration** on Tel: TP 011-2301210 (Ext 262) / 0773646012 Email: procurementslaasmb@sltnet.lk and inspect the RFP document from SLAASMB website: http://slaasmb.gov.lk
- 4. The RFP document in English shall be purchased by interested eligible Consultants upon online payment of a non-refundable fee of **LKR 5,000.00**. The procedure to purchase Request for Proposal (RFP) online are indicated on the **SLAASMB website**

and in the Data Sheet of the RFP. The RFP can be download from SLAASMB website: http://slaasmb.gov.lk.

- 5. Proposals must be delivered to the address below on or before 1500 hours on June 07, 2021. Late Bids will be rejected. Technical Proposals will be publicly opened in the presence of the consultants' designated representatives and anyone who chooses to attend at the address below at 1500 hours on June 07, 2021
- 6. The Pre-Proposal Conference will be held at **1400 hours** on **May 19**, **2021**,via https://meet.gov.lk/prebidslassmb

Chairman

Ministry Consultant Procurement Committee Sri Lanka Accounting and Auditing Standards Monitoring Board 3rd Floor, 293, Galle Road, Colombo 03 www.slaasmb.gov.lk May 9, 2021

SECTION 2: INSTRUCTIONS TO CONSULTANTS

1. Definitions

- (a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific Country and assignment conditions.
- (e) "Day" means a calendar day.
- (f) "Government" means the Government of the Client's Country.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation (Request for Proposal) publish on the Newspapers and website.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's Country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's Country.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on

the SRFP.

- (l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named will select a consulting firm/ organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a preproposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will in a timely manner provide at no

cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and Contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical

output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting Relationships

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.6.3 No agency or current employees of the Client shall work as Consultants under their own Ministries, Departments or Agencies.

Recruiting former Government employees of the Client to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any Government employee as Personnel in their technical proposal, such Personnel must have written certification from their Government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

- 1.7 The GOSL requires that all Clients, as well as Consultants participating in these projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a Contract. In pursuance of this policy, the GOSL;
 - (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (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 selection process or in Contract execution:
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a

Contract;

- (iii) "collusive practices" means a scheme or arrangement between two or more Consultants with or without the knowledge of the Borrower/ Client, designed to establish prices at artificial, noncompetitive levels;
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) this clause is intentionally left blank

- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract; and
- (e) will have the right to require that, in Contracts financed by the GOSL, a provision be included requiring Consultants to permit the GOSL to inspect their accounts and records and other documents relating to the submission of proposals and Contract performance, and have them audited by auditors appointed by the GOSL.
- 1.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GOSL in accordance with the above para. 1.7. Furthermore, the Consultants shall be

aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Origin of Goods and Consulting Services

- 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any Country except if:
 - (i) as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country; or
 - (ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that Country or any payments to persons or entities in that Country.

Only One Proposal

1.11 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the

Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub- Consultants

1.13 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/ or individual expert(s), such other Consultants and/ or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines. (*This clause is not Applicable*)

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in

rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-Consultancy. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staffmonths or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information

indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- For the FTP only: a brief description of (a) (i) the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate of the names Sub-Consultants/ Professional staff who participated, duration of the assignment, Contract amount, and Consultant's involvement. Information should be provided only for assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including:

- administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- For the FTP, and STP: a description of (c) (i) the approach, methodology and work plan for performing the assignment the following subjects: covering technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and

field activities, and for foreign and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at Contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client

may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Submission Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3 and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 And in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment and with a warning "Do NOT OPEN

WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/ or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive

Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for OBS

5.3

5.4

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy

between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2

6.3

Negotiations will include a discussion of the Proposal, Technical the proposed technical approach and methodology, work plan and organization and staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's Country and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods. Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Financial

Proposal – Standard Forms of Section 4 of this RFP.

Availability of Professional staff/experts

6.4

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, the award of the Contract, shall be promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of

the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the GOSL's antifraud and corruption policy.

2. Data Sheet

Procedure to purchase Request for Proposal (RFP) online

Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board (SLAASMB)

(RFP No: SLAASMB/GOSL/CON/QCBS/2021/01)

All the Consultants who are expected to submit the Proposals **must purchase the RFP Online** as per the following procedure

1. Make the payment to the below account details;

Payment of a non-refundable fee of LKR 5,000.00

Purpose: Purchase Request for Proposal (RFP)

Bank Details:

Name: Sri Lanka Accounting and Auditing Standards Monitoring Board

Bank: Bank of Cevlon

Branch: Kollupitiya SGB Account No: 000 1630547

Swift code: BCEYLKLX

After making the payment, Consultants must email a copy of the Payment Slip to procurementslaasmb@sltnet.lk along with the below information.

- A. Name of the Consultancy Firm:
- B. Contact Details of the bidder: i.e. e-mail ids, telephone numbers.

Note:

All clarifications/ future correspondence/addendums in relation to this procurement will be sent via the e-mail address/es provided in point 'B' above.

- 2. The original copy of the Payment Slip shall be submitted with the Technical Proposal by 1500 hrs on **07**th **June 2021**.
- 3. Interested Consultants may download RFP Document from **SLAASMB website**http://slaasmb.gov.lk/procurements/, make the above payment, send the contact details, attend the Pre-Proposal Conference (Date: May 19, 2021 & Time: 14 00 hours via https://meet.gov.lk/prebidslassmb), prepare and submit the Proposals.

Paragraph Reference	
1.1	Name of the Client: Sri Lanka Accounting and Auditing Standards Monitoring Board
	Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: YES - Technical and Financial proposals are requested separately as described in 4.3 Please attach original payment slip. If not, your proposal will not be considered for the evaluation
	Name of the assignment is: Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board RFP No.: SLAASMB/GOSL/CON/QCBS/2021/01
1.3	A pre-proposal conference will be held: YES Date: May 19, 2021 Time: 14.00 hrs.
	The Client's representative is: Director General
	Venue: Virtual Meeting(https://meet.gov.lk/prebidslassmb)
	Consultants who expect to submit proposals, are required to email the following details to <u>procurementslaasmb@sltnet.lk</u> in order to provide further information regarding the Pre-Proposal Conference.
	Name of the consultancy firm:
	Name of contact person/s:
	Contact numbers: TEL: Mobile/Office
	Email addresses:

1.4	The Client will provide the following inputs and facilities: • Access to staging/ production servers. • Hosting facility (Lanka Government Cloud) • Web-based access to the ICTA GitHub and SCM system. • Access to Issue Tracking System. • Arrange and facilitate meetings/trainings/ workshops (if required)
1.12	Proposals will remain valid 119 days after the submission date, i.e. until: October 04, 2021
2.1	Clarifications may be requested not later than 07 days before the submission date. The address and contact details for requesting clarifications is: Procurement Officer, Sri Lanka Accounting and Auditing Standards Monitoring Board,
	3rd Floor, 293, Galle Road, Colombo 03 Telephone: (011) 2301210 / 0773646012
	Facsimile: (011) 2301211
	Email: procurementslaasmb@sltnet.lk
3.1	Proposals shall be submitted in the following language: English
3.3 (b)	Estimated duration for the project: 43 Months ; (Development period – 07 months and Support and Maintenance – 36 months)
3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
3.4 (g)	Training is a specific component of this assignment: YES
3.7	Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: YES
	All taxes other than VAT (if any) shall be paid by the Consultant and shall include same in the price proposal. Client will not reimburse (other than VAT) any such taxes separately.
	The Consultant, the Sub-Consultants and the Personnel shall have to bear
	all direct/ indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Consultant, the Sub-Consultants and the
	Personnel. For details, please refer to the Inland Revenue Department web
	site;
3.8	www.inlandrevenue.gov.lk Consultant to state local cost in the National currency only: YES
	,,

4.3 Consultant must submit the <u>Original</u> and <u>02 copies</u> of the Technical Proposal, where one copy should be in digital format (<u>in pdf</u>) submitted in a CD and the <u>Original</u> of the Financial Proposal.

The above requirement is in addition to the requirements specified in Section 4.3: Instructions to Consultants.

Note: Technical and Financial Proposals should be submitted in <u>TWO separate</u> sealed envelopes and should be clearly marked at the top left hand corner respectively as;

"Technical Proposal – Design, Development and Implementation of Management Information System of the SLAASMB -SLAASMB/GOSL/CON/QCBS/2021/01", Original and Copy appropriately

"Financial Proposal – Design, Development and Implementation of Management Information System of the SLAASMB -SLAASMB/GOSL/CON/QCBS/2021/01"

Proposals submitted via email are not accepted.

4.5 The Proposal submission address is:

Chairman,

Ministry Consultant Procurement Committee, Sri Lanka Accounting and Auditing Standards Monitoring Board, 3rd Floor, 293, Galle Road, Colombo 03

Proposals must be submitted no later than the following date and time: **Date: June 07, 2021 Time: 1500 hrs.**

5.2 Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

(i)	Spec	cific experience of the Consultant firm rele	vant to the	05
	assig	gnment		
(ii)	Ade	quacy of the proposed methodology and w	ork plan in	50
	resp	onding to the Terms of Reference		
	a)	Technical Approach and Methodology	15	
	b)	Work Plan	10	
	c)	Organization and Staffing	20	
	d)	Support and Maintenance	05	
(iii)	Key	professional staff qualifications, skills and	experience	45
	relev	vant to the assignment		
	Dev	elopment Team		
	a)	Project Manager	6	
	b)	Software Architect	7	
	c)	Technical Lead	6	
	d)	Senior Software Engineer	4	
	e)	Senior Business Analyst	6	

	f)	UI/ UX Lead	4	
	g)	DevOps Engineer	3	
	h)	Quality Assurance Lead	6	
	i)	Senior Quality Assurance Engineer	3	
	The	number of points to be assigned to ear	ch of the above	
	-	tions or disciplines shall be determine	~	
	follo	owing three sub criteria and relevant p	ercentage weights;	
	i	General Qualifications	30 %	
	ii	Adequacy for the assignment	60 %	
	iii	Experience in region and Language	10 %	
		Total weig	ght 100%	
		Tota	ıl	100
	. ·		0	
5.6		rency for price conversions is: Not A		
3.0	The single cui	rency for price conversions is: Not A	ррисавте	
	The Consultants are allowed to quote total cost for the assignment only in			
	Sri Lankan Rupees			
		tupees		
5.7	The formula f	For determining the financial scores is	the following:	
5.7			C	aluated
5.7	Sf = 100 x Fm	For determining the financial scores is	Fm is the lowest eva	nluated
5.7	Sf = 100 x Fm price and F is	For determining the financial scores is a / F, in which Sf is the financial score,	Fm is the lowest evaleration.	aluated
5.7	Sf = 100 x Fm price and F is The weights g T = 0.7, and	For determining the financial scores is not provided in F, in which Sf is the financial score, the price of the proposal under consider	Fm is the lowest evaleration.	uluated
	Sf = 100 x Fm price and F is The weights g T = 0.7, and P = 0.3	For determining the financial scores is and F, in which Sf is the financial score, the price of the proposal under consideriven to the Technical and Financial Proposal transposal transpos	Fm is the lowest evaleration. roposals are:	aluated
5.7	Sf = 100 x Fm price and F is The weights g $T = 0.7, and$ $P = 0.3$ Expected date	For determining the financial scores is and F, in which Sf is the financial score, the price of the proposal under consideriven to the Technical and Financial Parameters and address for Contract negotiations	Fm is the lowest evaleration. roposals are:	aluated
	Sf = 100 x Fm price and F is The weights g T = 0.7, and P = 0.3 Expected date Date: In July	For determining the financial scores is and F, in which Sf is the financial score, the price of the proposal under consideriven to the Technical and Financial Proposal and address for Contract negotiations (2, 2021)	Fm is the lowest evaleration. roposals are:	aluated
	Sf = 100 x Fm price and F is The weights g T = 0.7, and P = 0.3 Expected date Date: In July Sri Lanka Ac	For determining the financial scores is and F, in which Sf is the financial score, the price of the proposal under consideriven to the Technical and Financial Parameters and address for Contract negotiations	Fm is the lowest evaleration. roposals are:	aluated
	Sf = 100 x Fm price and F is The weights g T = 0.7, and P = 0.3 Expected date Date: In July Sri Lanka Ac 3rd Floor, 29	For determining the financial scores is and F, in which Sf is the financial score, the price of the proposal under consideriven to the Technical and Financial Proposal and address for Contract negotiations (2021)	Fm is the lowest evaleration. roposals are: s: Monitoring Board,	

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted].

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form TECH-2 Consultant's Organization and Experience A Consultant's Organization B Consultant's Experience TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A On the Terms of Reference B On the Counterpart Staff and Facilities TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment TECH-5 Team Composition and Task Assignments TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff TECH-7 Staffing Schedule

TECH-8 Work Schedule

Form TECH-1: Technical Proposal Submission Form

Date

Director General, Sri Lanka Accounting and Auditing Standards Monitoring Board 3rd Floor, 293, Galle Road, Colombo 03.

Dear Madam,

We, the undersigned, offer to implement the 'Procuring a consultancy firm to Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board-'SLAASMB/GOSL/CON/QCBS/2021/01' in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,	
Authorized Signature [In full and initials]:	
Name and Title of Signatory:	
Name of Firm:	
Address:	
Email:	
Website:	

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background, high level financial profile and organization of your firm/entity and each associate for this assignment]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within an association for carrying out three (03) <u>successfully completed (currently in live operation)</u> consultancy services within last ten (10) years, by using Open Source technologies; similar to the ones requested under this assignment. Use 20 pages maximum.

Consultant must submit reference documents issued by the Client. Claims of experience without reference letters will not be considered].

Assignment name:	Approx. value of the Contract (in current LKR)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the Contract (in current LKR):
Start date (month/ year): Completion date (month/ year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager, Team Leader):
Narrative description of Project(s):	
Describe experiences in similar consultant relation to the project(s)	ry services with the following components in

i. A. High level architecture. (Submit the diagram)
B. State whether the microservices architecture and the technologies were used.
☐ Yes ☐ No
If yes elaborate how it was done.
ii. State whether the middle-ware components, SOA concepts (such as APIs) and
enterprise software architecture best practices were used in the above project(s).
\square Yes \square No
If yes elaborate how it was done.
iii. Elaborate how you had met non-functional requirements in the above project(s) in following areas.
A. Security
B. High Availability
C. Performance

_	
D.	Scalability
	•
E	Testability
]]	Lesiaemiy
E	Code Demokility
Γ .	Code Reusability
G.	Other
iv.	State the Open Source products which were used for the application development in
•••	
	the above project(s).
$ \square _{Ye}$	$s \qquad \square_{No}$
\parallel \square 1e	s in No
If yes e	elaborate how it was done.
1,	Elaborate use of QA tools and methodologies/approaches in the above project(s).
v.	Endoordie use of QA toots and methodologies/approaches in the doove project(s).

vi. State whether the Docker/ container was used in the above project(s).
\square Yes \square No
If yes elaborate how it was done.
vii. State whether the DevOps practices including monitoring, configuration management used in the above project(s).
☐ Yes ☐ No
If yes elaborate how it was done.
viii. Elaborate how support and maintaining was provided in the above project(s).

Desc	ription of actual services provided by your s	taff within the assignment.	
#	Staff composition	Speciality area(s)]
1			
2			
3			

456

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal].

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.].

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum 50 pages, inclusive of charts and diagrams) divided into the following four chapters:

- a) Technical Approach and Methodology,
- b) Work Plan
- c) Organization and Staffing
- d) Support and Maintenance

a) Technical Approach and Methodology:

In this chapter you should explain your technical understanding of the objectives of the assignment covering the following areas. (You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them)

- 1. Project management & governance approach
- 2. Implementation approach proposed
- 3. High-level solution architecture proposed
- 4. High-level deployment architecture proposed
- 5. Technology stack proposed
- 6. Ensuring other non-functional high-level requirements such as scalability, performance etc. proposed
- 7. Best practices and standards proposed
- 8. Envisioned challenges
- 9. Recommendations proposed
- 10. Any out of the scope services in the proposed technical approach and methodology
- 11. Other

b) Work Plan.

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and submission dates of the reports/ deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of TECH-8.

c) Organization and Staffing

In this chapter you should propose the structure and composition of your proposed project team. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.

d) Support and Maintenance

In this chapter you should propose the approach for 3 years support and maintenance of the system, to meet the objectives of the SLA specified in Annex 3 – Service Level Agreement for support and maintenance. You should describe the support services offer and resource personnel you expect to allocate as well.

Form TECH-5: Team Composition and Task Assignments

The minimum key professional staff requested, but not limited to include in below table.

Professional Staff	1					
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned		

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1.	Proposed Position [only one candidate shall be nominated for each position]:	
2.	Name of Firm [Insert name of firm proposing the staff]:	
3.	Name of Staff [Insert full name]:	
4.	Date of Birth: Nationality:	
5.	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtainment]:	ined and
6.	Membership of Professional Associations:	
7.	Other Training [Indicate significant training since degrees under 5 - Education were obtained]:	
8.	Experience in the specific role: [List the projects; specifically mention the Open Source technology related experience]:	

9. Experience specific to the assignment	t: [List the projects; specifically mention the Open Source technology related experience]:_
	tte proficiency: good, fair, or poor in speaking, reading, and writing (for Project Managers, Bus
1 1	resent position, list in reverse order every employment held by staff member since graduation, givelow): dates of employment, name of employing organization, positions held,.]:
Employer:	
Positions held:	
12. Qualification of the Consultant	13. Work Undertaken that Best Illustrates the Qualification
[Refer Section 5 of TOR, List qualifications to meet the minimum requirement or preferably more]	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability (Section 12) to handle the tasks listed under TECH-5]

	Name of assignment or project:	
	Client:	
	Duration:	
	Location:	
	Brief description of the projects:	
	Positions held:	
	Technologies used:	
13. Certification:		
3. Certification:		
I understand that any wilful misstateme	ent described herein may lead to my disqualification or dismissal, if engage	ed.
I understand that any wilful misstateme		ed.
	ent described herein may lead to my disqualification or dismissal, if engage Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date:	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.
[Signature of staff member]	Date: Day/ Month/ Year	ed.

3. Form TECH-7: Staffing Schedule¹

N°	Name of Staff				e form	of a b	ar cha	art) ²							Total	input	f-month
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
For	eign																,
1		[Ho me] [Fiel d]															
2																	
3																	
n																	
-	,										Subto	<u>otal</u>					
Loc	a1 	[Но													Ι		
1		me] [Fiel d]															
2																	
3																	

n															
n															
	Subtotal														
	Total														

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

Field work means work carried out at a place other than the Consultant's home office.



Full time input

Part time input

Form TECH-8: Work Schedule

N°	Activity ¹	Months ²												
11	Activity	1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 2 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

Form FIN-1: Financial Proposal Submission Form

Date

Director General, Sri Lanka Accounting and Auditing Standards Monitoring Board 3rd Floor, 293, Galle Road, Colombo 03.

Dear Madam,

We, the undersigned, offer to implement the 'Procuring a consultancy firm to **Design**, **Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board**) - SLAASMB/GOSL/CON/QCBS/2021/01' in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]¹. This amount is exclusive of VAT and inclusive of all the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from

Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date
indicated in Paragraph Reference 1.12 of the Data Sheet.
,
We femali,
Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

From FIN-2: Financial Proposal

Cost Components	Unit (1)	No of Units (2)	Unit Cost (LKR) (Excluding VAT) (3)	Total Cost (LKR) (Excluding VAT) (4) (4) = (2) x (3)
Design, Development and Implem SLAASMB	nentation of Ma	nagement Inform	nation System of the	
Support and Maintenance (Year 1)	Years	1		
Support and Maintenance (Year 2)	Years	1		
Support and Maintenance (Year 3)	Years	1		
Change Request	Person days 100			
	Total Cos	t		

Note: Consultant shall quote the Total Cost only in Sri Lankan Rupees.

All the Taxes other than VAT shall be included to the Proposal Price.

SECTION 5: TERMS OF REFERENCE

Design, Development and Implementation of Management Information System of the Sri Lanka Accounting and Auditing Standards Monitoring Board (SLAASMB)

1. Introduction

Development of new centralized solution improves the evidence based decision making process in relation to the operations of Sri Lanka Accounting and Auditing Standards Monitoring Board (SLASSMB). An effective and efficient decision making is one of the key factors for a productive government service delivery process and ensures a good governance model.

Introducing a centralize Management Information System (MIS) for the operations at SLAASMB minimizes overhead of manual documentation and also improves the information store and exchange among the internal staff.

2. Background

The Sri Lanka Accounting and Auditing Standards Monitoring Board (SLAASMB) was established in 1995 under the Sri Lanka Accounting and Auditing Standards Act No. 15 of 1995. Based on the definitions and criteria laid down by the Act, certain institutions are identified as Specified Business Enterprises (SBEs).

These SBEs are required to comply with Sri Lanka Accounting Standards and the auditors of SBEs are required to comply with Sri Lanka Auditing Standards. The Act requires SBEs to submit their annual audited financial statements to SLAASMB to enable SLAASMB to monitor compliance with Sri Lanka Accounting Standards and Sri Lanka Auditing Standards. SLAASMB carries out its function by reviewing financial statements received, reviewing audits of financial statement of SBEs, conducting investigations on failure to comply with standards and taking appropriate corrective action with regard to non-compliances with standards by SBEs and auditors.

The SLAASMB is empowered to call for documents, information and explanations from Directors and Managers of SBEs and Auditors of SBEs for the purpose of carrying out its functions. Where Financial Statements have not been prepared in accordance with Sri Lanka Accounting Standards, the SLAASMB could require an entity to make suitable corrections.

The Board has the power to compound an offence or impose a fine up to a limit specified in the statute. In cases where noncompliance was done deliberately to mislead the public the courts may impose penalties extending up to 5 years imprisonment.

3. Objective of the Assignment

This project envisages to hire a Consultant Firm (hereinafter referred to as "Consultant")" for acquiring a robust and scalable **Management Information System for SLAASMB** to achieve the below stated brief scope of services within a period of seven (7) months, conforming to the industry standards, implementing, integrating with internal and external applications and providing support and maintenance for a period given under the scope of work.

The Consultant is required to design, develop, implement and maintain the solution. The total duration of the assignment comprises of time for system design, development, final deployment including periodic user training/ demonstrations (7 months) and support and maintenance is 36 months.

Key objectives of the assignment are as follows;

- To build more robust and secure platform by digitizing and streamline the SLAASMB operations to provide more efficient and effective service.
- Integration with other stakeholder to build an eco-system which provide an
 optimized service to stakeholders by minimizing operational costs while achieving
 service excellence.
- To build computer literate and technologically empowered SLAASMB officials in supporting government digital transformation.

4. Scope of Work

4.1. Implementation of MIS of SLAASMB

- 4.1.1 The consultant should review and understand scope and functionalities of the SLAASMB (Refer Annex 1).
- 4.1.2 The consultant should conduct a detailed system requirement study of the 'as is' process and should proposes enhancement / new features such as simple workflows and dashboards for the relevant user levels. Some of the identified features which should be available in the SLAASMB system are listed in Annex 2.
- 4.1.3 The selected consultant should conduct discussions/workshops when necessary to identify and verify the requirements with all the relevant officials. Furthermore, consultant should propose any improvement if required.
- 4.1.4 On completing the above, a Detailed Software Requirements Specification (DSRS) and a Detailed Software Technical Design (DSTD) including the

- proposed solution architecture document should be submitted. The consultant should obtain approval from SLAASMB for the DSRS and approval from ICTA for the DSTD respectively.
- 4.1.5 Upon obtaining approval for the above, consultant should design and develop the solution.
- 4.1.6 The consultant should architecture and design the entire solution.
- 4.1.7 The consultant should submit all deliverables as specified in below item '6 Final outputs, Reporting Requirements, Time Schedule for Deliverables'.
- 4.1.8 SLAASMB intends to develop and launch proposed solution in seven (07) months. During the project period, system functionality, quality and performance will be verified. The 3 years support and maintenance will commence after the operational acceptance of the system.
- 4.1.9 The consultant should present an application prototype covering major functionalities of the proposed solution such as, but not limited to user scenarios, workflows, document management and dashboard.
- 4.1.10 The consultant should implement all non-functional requirements mentioned in the Annex 4.
- 4.1.11 The consultant should study possible integrations with external organizations for the proposed solution in order to provide a more comprehensive service.
- 4.1.12 The consultant should proposed most suitable solution to secure and expose data.
- 4.1.13 The web application should be compatible with latest technological components and best practices and which will be reviewed by ICTA and should be able to deploy into staging and production in cloud platform provided by ICTA.
- 4.1.14 The consultant should follow the proper coding standard and maintain project source code in the ICTA, GitHub system and upload all the relevant documents to the ICTA, SCM (Software Configuration Management).
- 4.1.15 The consultant should study and propose suitable hardware requirements (such as QR scanners, printers etc. if required) to the proposed solution and should provide the detailed specifications.
- 4.1.16 The propose solution should have reporting capabilities and visualization capabilities to facilitate easy decision-making.

- 4.1.17 Adopt a proper application release procedure to release the SLAASMB solution to the production environments during the deployment in the staging/production environments at the cloud (configure, replicate and data migration to the server) provided by ICTA.
- 4.1.18 The consultant should deploy all the iterations in a staging environment given by ICTA. Final production deployment should also be carried out in production environment given by ICTA. The consultant should maintain the staging environment until the end of maintenance period.
- 4.1.19 The consultant should understand and ensure the existing data volume and data complexity and provide data migration strategy accordingly. Moreover, data transformation strategy should follow the proper industry standards and proper control mechanisms in transforming these data in to the new solution.
- 4.1.20 Consultant should migrate the existing data of SLAASMB to the newly developed system.
- 4.1.21 Solution should be adhered to Web 2.0 concepts, open standards and Service Oriented Architecture (SOA).
- 4.1.22 The consultant is encouraged to use FOSS applications.
- 4.1.23 The consultant shall adhere to standards defined by ICTA such as relevant domain of Lanka Interoperability Framework (LIFe) and eGovernment Policy (Refer Annex 6).
- 4.1.24 Proposed system should be freely deployable, platform independent and interoperable. (Note: Freely deployable for enhancement, modification and redeployment purposes the system should have zero license cost).
- 4.1.25 Proposed solution should be browser independent and able to access with less configuration in the client workstation.
- 4.1.26 The consultant shall comply with the independent quality assurance process, which will be carried by a team designated by the ICTA.
- 4.1.27 The consultant should derive the UAT test cases in collaboration with ICTA.
- 4.1.28 Obtain User Acceptance for the implemented processes iteratively by the committee appointed by SLAASMB.
- 4.1.29 The consultant should define the hosting requirement based on the deployment architecture at least a month ahead of the software deployment of SLAASMB.

- 4.1.30 Consultant shall configure and setup server requirements including system certificates /security(eg: SSL, HTTPS, etc).
- 4.1.31 Developed solution shall be tested by Sri Lanka Computer Emergency Readiness Team (SLCERT) to identify system security vulnerabilities. The consultant shall fix all security related recommendations as per the report submitted by SLCERT; prior to solution launch and during the support and maintenance period.
- 4.1.32 The proposed solution should have proper data backup plan and equipped with high availability and fault tolerance plan.
- 4.1.33 The consultant should develop proper alerting mechanism to monitor system performance issues, exception and system downtimes. Moreover, proposed alerting mechanism should able to send alert via SMS to designated officers by SLAASMB.
- 4.1.34 The Consultant should adhere to any templates for the deliverables, if provided by ICTA.
- 4.1.35 The consultant should provide support and maintenance services, from the date of launch to agreed time period. Moreover, the consultant should adhere to the Service Level Agreement (SLA), during the support and maintenance (S&M) phase (Refer Annex 3 Service Level Agreement for Support and Maintenance Services).
- 4.1.36 Adhere to ICTA project management practices.
- 4.1.37 Participate for Technical Review Committee meetings and Project Management Committee Meetings as a member and present the status of the project when necessary.
- 4.1.38 The consultant should work collaboratively with SLAASMB and ICTA throughout the tenure of the project; matters related to finalization of decision making, related to management and policy decision are taken by Project Steering Committee. (Refer Annex 5 Project Steering Committee Model).
- 4.1.39 The Consultant should follow the intellectual property rights of the software application and all artifacts in accordance with the conditions of the Contract.
- 4.1.40 Dedicated Project Manager of the consultant should be aligned with schedule time lines given by SLAASMB.

4.2 Support and Maintenance

- 4.2.1 During the support and maintenance period the consultant should attend to any issue reported and carryout configuration changes (if required), apply relevant security patches, update and tuning of performance etc to make sure the security of the solution.
- 4.2.2 At the end of the S&M period, the consultant should handover the source code and relevant updated documents to SLAASMB, with a proper knowledge transfer sessions to the SLAASMB including following updated artifacts (Detailed Software Requirement Specification, System Architecture Design Document, Detailed Software Technical Documentation, Solutions Installation, QA Test Plan, Test Cases and Test Scripts, Application User Manual).
- 4.2.3 Change requests (CR) should accommodate after obtaining the approval from the Change Control Board and as per the CR rate agreed in the contract.

4.3 Document and Training

- 4.3.1 The consultant should provide user training document in Electronic format (with screen captures).
- 4.3.2 The Consultant should provide a comprehensive training plan with specific details on training approach, number of days, required languages and different system functionalities for different users.
- 4.3.3 The consultant should provide both soft and hard copies of user manuals (e.g. Printed documents and CD's). All manuals should be in English.
- 4.3.4 The consultant has to provide trainer(s) and training material only. SLAASMB will provide required training facilities.
- 4.3.5 The consultant should provide adequate training for the users of envisaged solution using operation documentations.
- 4.3.6 The system administrator of the SLAASMB should also be trained in relation to the system administration activities such as creating users, assigning user rights and back up procedures etc. (not limited to)

Refer following Annexes which form a part and parcel of the Terms of Reference.

Annex 1 - High Level Overview of SLAASMB Operations

Annex 2 - Some of the new features of the proposed solution l

Annex 3 - Service Level Agreement (SLA)

Annex 4 - Non -functional Requirement

Annex 5 - Project Steering Committee Model

Annex 6 - References

5. Minimum Qualifications of key professional staff

The consultant shall give the team of professionals with the curriculum vitae and the team organization.

5.1 Development Team

	Key Professional Staff	Academic & Professional Qualifications	Experience in the PROPOS ED ROLE(Yrs.)	Experience in working in SOA / web services / integration (Yrs.)	Exposure SQA Process(Yrs.)	Specific Qualifications/ Requirements
a)	Project Manager	-Degree in ICT relevant field or Business Management	5	5	5	Enterprise Application, Experience in government related projects, Agile project management
b)	Software Architect	- BSc in ICT/ Computer Science -MSc in ICT or equivalent	5	5	5	Enterprise Application, Experience in government related projects, Micro services, Docker based deployment
c)	Technical Lead	- BSc in ICT/ Computer Science	3	3	3	Enterprise Application Development, Micro services, Docker based deployment,
d)	Senior Software Engineer	- BSc in ICT/ Computer Science or equivalent	3	3	3	Enterprise Application Development, Microservices, Docker based deployment,

e)	Software Engineer	-BSc in ICT/ Computer Science	3	3	3	Enterprise Application Development, Microservices,
		or equivalent				Docker based deployment,
f)	Senior Business Analyst	- BSc in ICT/Computer Science or equivalent	5	3	3	Experience in Enterprise applications, Government related projects, (Demonstrated skills on Analysis and Solution Definition, Technical Recommendation and Testing, Project Execution etc.)
g)	UI/UX Lead	-BSc in ICT/ Computer Science or equivalent	3	3	3	Enterprise Application Development, Wire framing, Prototyping,
h)	DevOps Engineer	-BSc in ICT/ Computer Science or equivalent	2	2	2	Enterprise Application Deployment, Microservices, Docker based deployment, Continuous Integration, Continuous Deployment
i)	Quality Assurance Lead	-BSc in ICT/ Computer Science	3	3	3	Enterprise Application Quality Assurance, Microservices, Automated Testing
j)	Senior Quality Assurance Engineer	-BSc in ICT/ Computer Science or equivalent	3	3	3	Enterprise Application Quality Assurance, Microservices, Automated Testing

5.2 Support & Maintenance Team

	Yey Professional Staff Academic Academic - BSc in ICT/ Computer		Experience in the PROPOS ED ROLE(Yrs.)	Experience in working in SOA / web services / integration ((projects(Yrs.)	Exposure SQA Process(Yrs.)	Specific Qualifications/ Requirements
a)	Technical Lead	- BSc in ICT/ Computer	3	3	3	Enterprise Application
		Science				Maintenance
b)	Senior Software	-BSc in in ICT/ Computer	3	3	3	Enterprise Application
	Engineer	Science or equivalent				Maintenance

6. Final Outputs, Reporting Requirements, Time Schedule for Deliverables;

The total project duration is Forty Three (43) months; 7 months – for the implementation of the application (including requirement gathering, designing, developing and deployment), and 36 months (03 years) – for the support and maintenance with SLA

Consultancy firm is required to submit the following list of deliverables for SLAASMB application development and support & maintenance project for solution.

Development:

No.	Deliverables	Phase	Duration
1	Implementation Proposal	Inception	Commen
	1.1 Inception report		cement +
	1.2 Implementation schedule / Project plan		2 weeks
2	2.1 Detailed Software Requirements Specification (DSRS) 2.2 Iteration plan (2 Iterations for deployable and workable solution)	Elaboration	Commen cement + 2 Months
	2.3 Specifications for required hardware		
	2.4 Data migration and integration plan		
	2.5 Detailed software technical design (DSTD)		
	2.6 QA test plan		
	2.7 Acceptance criteria for the UAT		
	2.8 Prototype using a wireframe tool		
3	3.1 Test cases and test scenarios (functional and non-functional)	Iteration 1	Commen cement +
	3.2 Proper maintenance of source code in ICTA GitHub		4 Months
	3.3 Developer and QA release notes		
	3.4 Successful deployment of staging and production environments		
	3.5 Test results		
	3.6 UAT test cases and successful UAT acceptance		
	3.7 User/Administration manual		

	3.8 Data Migration and Integration		
	3.9 Production deployment conformation report		
4	4.1 Updated test cases and test scenarios (functional and non-functional)	Iteration 2	Commen cement +
	4.2 Proper maintenance of source code in ICTA GitHub		7 Months
	4.3 Updated developer and QA release notes		
	4.4 Successful deployment of staging and production environments		
	4.5 Updated test results (functional and non-functional)		
	4.6 Updated UAT test cases and successful UAT acceptance		
	4.7 Updated User/Administration manual		
	4.8 Deployment guide		
	4.9 Data Migration and Integration		
	4.10 Production deployment conformation report		
	4.11 Help Desk document for the system		
5	5.1 Monthly support and maintenance Report	S &M	Date of
	5.2 Final S&M report should consist with		launch +
	comprehensive knowledge transfer with the		36
	documentation (including above mentioned all the		months
	updated documents)		

Change Request:

No.	Deliverables	Phase	Duration
1.	1.1. CR Proposal, including effort	Estimation	-
2.	2.1 Updated test plan for the iteration (Functional and Non-functional)	Implementatio n	
	2.2 Updated detailed software technical design (DSTD))		
	2.3 Updated test cases and test scenarios (functional and non-functional)		
	2.4 Proper maintenance of source code in ICTA GitHub		
	2.5 Updated developer and QA release notes		له د دسه ۸
	2.6 Successful deployment of staging and production environments		Agreed duration
	2.7 Updated test results (functional and non-functional)		for the CR
	2.8 Updated UAT test cases and successful UAT		
	acceptance		
	2.9 Updated User/Administration manual		
	2.10 Deployment guide (if applicable)		
	2.11 Data Migration and Integration(If applicable)		
	2.12 Production deployment conformation report		
	2.13 User Training for assignments (if applicable)		

7. Services and facilities provided by ICTA and SLAASMB

- 7.1. Access to staging/ production servers.
- 7.2 Hosting facility (Lanka Government Cloud)
- 7.3. Web-based access to the ICTA GitHub and SCM system.
- 7.4. Access to Issue Tracking System.
- 7.5. Arrange and facilitate meetings/trainings/ workshops (if required)

8. Review Committees and Review Procedures

The Software Development Consultant is required to work closely with the ICTA Technology Team and the Software Process Audit (SPA) consultants.

All versions of deliverables will be reviewed by the Technical Review Committee appointed by SLAASMB.

9. Annexures

Annex 1 - High Level Overview of SLAASMB Operations

High level processes related to the envisioned solution is given below for the purpose of estimating the scope. However, the selected vender shall carry out a requirement study and propose a business rule driven configurable solution to address the business process areas defined below. However, the selected vender may re-validate the given processes during the requirement study process in order to make the same more efficient and effective as per the digital transformation principals.

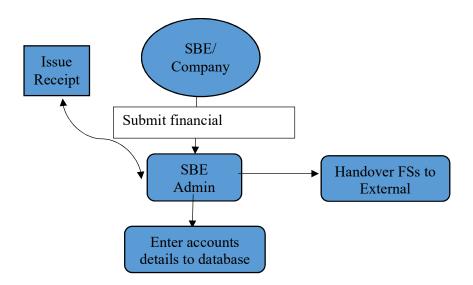
Following functional areas are applicable for the envisioned end-to-end solution.

- Technical Work of SLAASMB
 - o Financial Statement Review
 - o Audit Review
 - o Legal Proceedings
- Administrative functions of SLAASMB
 - o Receipt of Financial Statements
 - External review process
 - o Vehicle maintenance
 - o Reimbursement of staff benefits
 - Leave records
 - o Library records
 - Technical File movement record

a) Administration

Receipt of financial statements

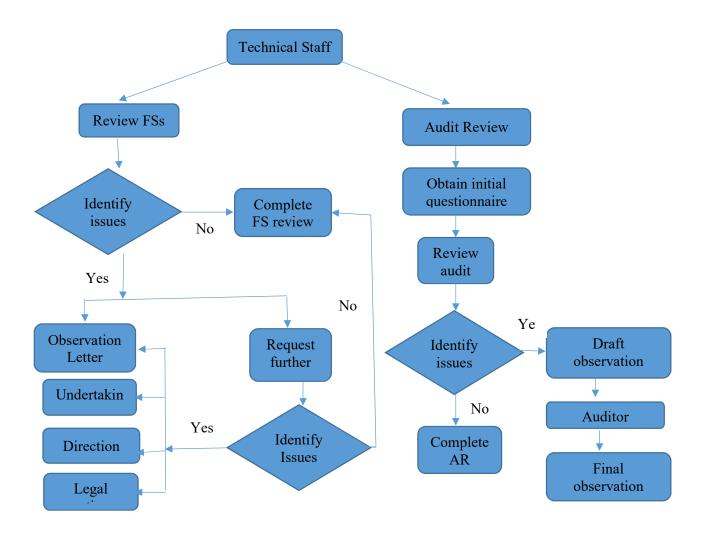
External Reviewers' process



b) Technical

Financial statements review

Audit reviews



Annex 2 - Some of the new features of the proposed solution

Consultant should study the SLAASMB business process and should carry out requirement study to identify new features to be implemented in MIS. Some of the identified new features listed in the following table.

Module	Some of the Identified requirements
Generate Receipts Module	Generate QR Code
	Generate Receipts
	Update Receipt Register
	Maintain Database of financial information on SBEs
	Maintain database with market data of listed entities
	Alert pending financial statements
	Error reports
	Generate reminders to SBEs
	Alert new SBEs
	Obtain financial statements in soft copy form (CD) or hard copy form
	Maintain past financial statements received SBE wise annually
	Identification of Financial Statements due to be lapsed
	Other Information on Financial Statement Maintain contact details of SBEs
T. 1 . 1 . 1	
Technical file register	Maintain record of technical files (hard copy form files)
Annual Plan	Maintain information on annual target of financial statement reviews, audit reviews, training activities, other activities etc.

	Maintain information required for risk based selection of FS reviews and audit reviews
Financial Statement reviews	Maintain information on past financial statement reviews
	Maintain information relating to review of financial statements by TM/ATM
	(Maintain e-technical file)
	Alerts on previous financial statement review to support current year review
	Maintain follow-up notes to be followed in next year review
	Maintain information on present reviews
	Maintain information on observations communicated
	Maintain a folder on standard wordings to use in letters on non-compliances
	Maintain folder of standard formats of letters
	Maintain information on external reviewers
	Maintain information on external reviewer evaluation
	Alert on related parties of the board
	Historical Information
	News /Important Published Notifications
	Technical Committee – Alert
	Maintain Technical Committee decision register
Audit reviews	Maintain information on past audit reviews
	Maintain information on present audit reviews
	Maintain a folder on standard wordings to use in letters
	Maintain information on observations communicated

	Maintain Database of Audit Reviews
	Maintain information on firm-wide inspections
	Maintain information on thematic audit inspections
	Historical information
Meetings	Maintain meeting calendar
	Maintain information on meetings with companies
Technical meetings	Maintain technical meetings register
Learning activities	Maintain records on past training programs
	Maintain records on present training programs
	Maintain folder of formats of reports
	Maintain folder of PowerPoint presentations/ Reports/ Any other study materials
	Log on to possible training programs
	Maintain database of training contacts
	Maintain records on trainings provided to outsiders by SLAASMB staff
Clarifications and complaints	Maintain records on clarifications provided
	Maintain records on complaints received
Legal Proceedings	Maintain records on past legal proceedings
	Maintain records on present legal proceedings
	Maintain records on matters referred to Attorney General
Valuation database	Data values of land Valuation (Location, basis, extent, Valuer, Asset type)
	Matters referred to Chief Valuer
Board members	Maintain records of Board Members
Staff performance	Maintain Key Performance Indicators (KPI)

	Maintain time sheets Maintain individual performance records
Reimbursement of staff benefits	Maintain staff wise records for telephone bills and medical bills claim
Vehicle Register	Maintain vehicle wise records for vehicles assigned to staff and pool vehicles
Leave Administration	Maintain leave records of staff
Library administration	Maintain records of list of library books Maintain records on library books movement

Annex 3 - Service Level Agreement for Support and Maintenance

1. Introduction

The aim of this agreement is to provide a basis for close co-operation between the Client and the Consultant for support and maintenance services to be provided by the Consultant, thereby ensuring a timely and efficient support service is available. The objectives of this agreement are detailed in Section 2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2. Objectives of Service Level Agreements

- 1. To create an environment conducive to a co-operative relationship between Client, Consultant and Client's representatives (government organizations) to ensure the effective support of all end users.
- 2. To document the responsibilities of all parties taking part in the Agreement.
- 3. To define the commencement of the agreement, its initial term and the provision for reviews.
- 4. To define in detail the service to be delivered by each party and the level of service expected, thereby reducing the risk of misunderstandings.
- 5. To institute a formal system of objective service level monitoring, ensuring that reviews of the agreement is based on factual data.
- 6. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels.
- 7. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.
- 8. The consultant should adhere to the non-functional requirements that are stated in (Annex 4) to maintain high availability and business continuity of SLAASMB.
- 9. To design a business continuity plan with client in terms of disaster recovery, maintain system back-ups and related roles and responsibilities of both parties.

3. Service Level Monitoring

The success of Service Level Agreements (SLA) depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both Client and Consultant. In the event of a discrepancy between actual and targeted service levels both Client and Consultant are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by Client. Reports will be produced as and when required and forwarded to the Consultant.

4. Principal Period of Support (PPS) Requirements

The consultant must provide support and maintenance services during Support Levels mentioned below;

PPS category	Support hours		Applicability
PPS1	From	То	For the internal department
	Monday to Friday (excluding		administration system/ external
			integrations, API exposed to external departments.
PPS2	From	То	Online services offered via portal/
08:00 a.m. 10:00 p.m.		10:00 p.m.	external integrations related to
	All days in the week (including		smooth operation of the online
	Public and Mercantile		services
	Holidays)		

5. On-Call Services Requirements

Consultant MUST make at least ONE qualified personnel available to the Client by telephone and email for the reporting and resolution of non-conformities or other issues, defects or problems. Dedicated telephone numbers and emails should be available for reporting issues. Client will nominate the personnel who are authorized to report non-conformities or other problems with the system from the departments. Reporting of non-conformities includes requests by the Client to apply critical software updates or patches.

Table-1 shows the response priority assigned to faults according to the perceived importance of the reported situation and the required initial telephone response times for the individual priority ratings. All times indicated represent telephone response time during specified Support Levels. The indicated telephone response time represents the maximum delay between a fault/request being reported and a Consultant's representative contacting the Client by telephone. The purpose of this telephone contact is to notify the Client of the receipt of the fault/request and provide the Client with details of the proposed action to be taken in respect of the particular fault/request.

Support Level	Business Critical		Non-Business Critical	
	Fatal	Impaired	Fatal	Impaired
PPS1	10 minutes within Support Hours	20 minutes within Support Hours	20 minutes within Support Hours	45 minutes within Support Hours
PPS2	20 minutes within Support Hours	45 minutes within Support Hours	1 hour within Support Hours	2 hours within Support Hours

Table-1: Response Priority

Note:

Fatal - Total system inoperability
Impaired - Partial system inoperability

Business Critical - Unable to perform core business functions
Non-Business Critical - Able to perform limited core business functions

Consultant notification can occur outside Support Level time, and thus the response may occur after the next Support Level begins. Furthermore, "Time to Arrive On-Site (specified in above table) starts from Support Level starting time and "Time to Resolve the Problem" is Support Level time starting from the actual time of arrival on site.

6. Problem Resolution and Penalties

If faults are not corrected within the time limits specified in the Table-2, the Client shall be entitled to a penalty payment for each hour that the Consultant fails to resolve the fault.

Support Level	Business Critical		Non-Business Critical	
	Fatal	Impaired	Fatal	Impaired
PPS1	1 Hour	1.5 Hours	1.5 Hours	3 Hours
	LKR 10,000.00	LKR 7,500.00	LKR 7,500.00	LKR 5,000.00
	per hour	per hour	per hour	per hour
PPS2	1.5 Hour	3 Hours	3 Hours	4 Hours
	LKR 7,500.00	LKR 5,000.00	LKR 5,000.00	LKR 4,000.00
	per hour	per hour	per hour	per hour

Table-2: Resolution Time and Penalties

7. "At the beginning of maintenance period Consultant and Client (SLAASMB) will mutually identify and agree on "Business Critical and Non-Business Critical" functionality/tools classification to apply SLA terms".

Annex 4 - Non-Functional Requirements

1. Security

1.1. User Authentication and Authorization

All applications should be able to access via ICTA's common infrastructure/application itself and independently via respective department's web site if required. Any authorization requirements should be implemented within the specific web application.

However, the solution should have the provision to integrate with the ICTA's proposed Identity Management solution in future.

An administrative application need to be developed wherever applicable.

Wherever applicable internal small applications need to be developed to capture and store relevant data.

1.2. Confidentiality and Integrity

All developed web applications should ensure "confidentiality" and "integrity" whenever required by adhering to transport and message level security standards. (i.e.: HTTPS, WS-Security)

1.3. Authentication

The web application should be able to verify the users.

1.4. Authorization

The web application should be able to verify that allowed users have access to resources.

1.5. Non-repudiation

All web application should ensure non-repudiation by having standard audit-trails and provisions to have WS-Security using digital signatures.

1.6. OWASP Guidelines

All web applications should ensure that the OWASP guidelines for security are followed when designing, developing and deploying the web application.

2. Audit Facilities

Wherever applicable, an audit trail of all activities must be maintained. On a service or operation being initiated, the system should log the event, creating a basic 'audit log entry'. It should not be possible for the operation to be executed without the log entry being made.

The information recorded in the audit trail depends on the type of activity which takes place. Each service would be responsible for logging detailed information. The different types of operations are –

- Data Capture & Maintenance
- Creation of an entry / item
- Modification an item
- Deletion
- Control (or status change)
- Process execution
- Data synchronization
- Print (only selected item)
- Retrieval
- Monitor

Detail logging may be enabled or disabled for each type of operation, and/or for each business object. It should be possible to configure which attributes of a data item should be traced at the detail level. Tracing of some attributes may be considered mandatory, and they should not be turned off.

3. Backup and Contingency Planning

The main contingencies that should be considered and the training with regards to these shall be given to the relevant staff -

- Equipment failure
- Physical / natural Disaster
- Messaging or communication facilities.
- Changes in operations and policy
- Sudden absence of key personnel
- Breach in Security

Automatic Backups daily, weekly *and* monthly should be taken. All the backup procedures and backups needs to be tested regularly for restoration.

4. Performance Testing

Please find the below index as a guide to determine the benchmark values for the Application under the test.

Item	Performance
Screen Navigation: field-to-field	< 5 milliseconds
Screen Navigation: screen-to-screen	< 3 seconds

Screen Refresh	< 3 seconds
Screen list box, combo box	< 2 seconds
Screen grid – 25 rows, 10 columns	<3 seconds
Report preview – (all reports) – initial page view (if asynchronous)	< 40 seconds in most instances. It is understood that complicated / large volume reports may require a longer period
Simple inquiry – single table, 5 fields, 3 conditions – without screen rendering	< 4 seconds for 100,000 rows
Complex enquiry – multiple joined table (5), 10 fields, 3 conditions – without screen rendering	< 6 seconds for 100,000 rows
Server side validations / computations	< 10 milliseconds
Client side validations / computations	< 1 millisecond
Batch processing (if any) per 100 records	< 120 seconds
Login, authentication, and verification	< 3 seconds
Daily backups (@Dept.) – max duration	1 hour (on-line preferred)
Total Restore (@Dept.) – max duration	4 hours

Following performance criteria is provided as a guideline only. If the actual performance is falling below the stipulated figures, the consultant is to justify the reasons. However, the performance level must be accepted by the technical evaluation committee appointed by the client. The bandwidth is assumed at 1mbps (shared) with 1,000 concurrent users (50% load factor) in total.

4.1 Performance Test Process Outputs

- Performance Test Scripts
- Performance Test Results

5. Usability

The web application should be extremely usable, even a greenhorn user should be able to handle the system and incorporate all the functionality of the system in a simple and user friendly interface. The web application should be internationalized and localized if needed. The web application should be responsive where it should be viewable on any computing device.

A randomly chosen user of the GeoPortal shall be able to:

- Search location visualized on a map within 10 seconds
- Enter a metadata record in a maximum of 4 minutes
- Enter a new user within 5 minutes (undertaken by the Database Administrator)

6. Interoperability

The web application should be able to view in standard compatible web browsers.

7. Availability

The web application should be performed as follows,

- 99.99% available unless the web application is designed with expected downtime for activities such as database upgrades and backups.
- Hence to have high availability, the web application must have low downtime and low recovery time.

8. Robustness

The web application should be performed as follows,

- 99.99% available unless the web application is designed with expected downtime for activities such as database upgrades and backups.
- Hence to have high availability, the web application must have low downtime and low recovery time.

should be able to handle error conditions gracefully, without failure. This includes a tolerance of invalid data, software defects, and unexpected operating conditions.

- Failure Detection
 - Once deployed, there should be appropriate tools to discover anomalies and failures of the system
- Fault Tolerance
 - Web application developer should anticipate exceptional conditions and develop the system to cope with them. The web application must be able to use reversion to fall back to a safe mode, meaning, the application should continue its intended functions, possibly at a reduced level, rather than falling completely.

9. Maintainability

The code of web application should be properly documented with appropriate comments and no complex codes (highly cohesive and loosely coupled) to do modifications such as corrections, improvements or adaption.

10. Compliance to Standards

The code of web application should be standardized by following web standards like W3C and ECMA – European Computer Manufacturers Association, to save time,

augment the extensibility of the code, increase web traffic and improve the accessibly and load time of your application.

11. Reusability

The web application should be able to use of existing assets in some form with the software product development process. Assets are products and by-products of the software development life cycle and include code, software components, test suites, design and documentation.

12. API Management

12.1. API Standards and Best Practices

API standards and best practices that should be adhered to the code.

12.2 API Documentation

• Swagger documentation should be provided.

12.3. API Security

The web application should be used appropriate API security protocol mentioned below.

- Basic API authentication
 - Basic authentication should never be used without TLS (formally known as SSL) encryption as user name and password combination can be easily decoded otherwise.
- OAuth1.0a
 - Uses cryptographic signature value that combines the token secret, nonce, and other request based information. Can be safely used without SSL.
 - o Recommend for sensitive data applications
- OAuth2
 - No need to use cryptographic algorithms to create, generate and validate signatures as all the encryption handled by TLS.
 - o Recommend for less sensitive data applications
- JWT (JSON Web Tokens)

13. Scalability

The web application should be both scalable and resilient. A well-designed application should be able to scale seamlessly as demand increases and decreases. It should be resilient enough to withstand the loss of one or more hardware resource.

14. Legal and Licencing

The web application should comply the national law.

15. Extensibility

The web application should be designed and developed in a way that it can cater to future business needs.

16. Testability

web application should be designed and developed in a way that testability is high, meaning, the ease of testing a piece of code or functionality, or a provision added in software so that test plans and scripts can be systematically executed. In simple terms, the software should be tested easily with most famous 5 testing categories;

- Unit test
- Integration test
- System test
- Safety test
- Experience test

Refer Aden (2016)'s view on semantic testing for more information.

The web application should be working according to the given criteria in the latest version and 5 versions before in web browsers such as Mozilla Firefox, Google Chrome, Opera, and Apple Safari and the latest version and 2 versions before in Internet Explorer.

17. Notes

- Some of the non-functional requirements shall be excluded based on the project requirement with the approval of the Technical Review Committee appointed by SLAASMB.
- The vendor can propose similar standards/requirements for the above-mentioned standards/requirements with the approval of the Technical Review Committee appointed by SLAASMB.
- The design documents should be based on 4+1 architecture model.
- Consultant should sign a non-disclosure agreement with respect to data provided by the SLAASMB.
- The Consultant shall provide to the client the ownership rights in respect to the client specific components of the system through a source code management repository designated by the client, provided there exist no license restrictions affecting transfer of such ownership. The ownership rights in respect of client specific components may be shared between the client and the consultant at the discretion of client.
- Client specific components shall mean:
- Licensed software components which are modified to meet the system requirements AND
- Bespoke applications to meet the system requirement

 The system will be audited by SLCERT for Information Security. The consultant shall implement the necessary changes/ modifications/enhancement recommended by SLCERT.

Project Steering Committee (PSC)

SLAASMB

ICT Agency of Sri Lanka

Project Management Committee (PMC)

Representatives from SLAASMB

Representative
From ICTA

From the Consultant

Annex 5 - Project Steering Committee Model

Key roles and responsibilities of Project Steering Committee (PSC)

- 1. Provide guidance, advisory and supervision to ensure successful delivery of the project outputs and achievement of project outcomes.
- 2. Provide policy level guidance and reconcile differences in opinions, approaches and resolve disputes related to smooth functionality of the proposed system implementation and operation.
- 3. Address and resolve the risks and issues (setting up priority, cost, time, resource, quality, scope, etc.) raised by the Project Management Committee (PMC) and provide necessary guidance and advices.
- 4. Provide guidance, advisory and supervision to successfully adopt changes in order to achieve project success and outcomes.

- 5. Ensure provision of the required resources for planning and delivery of the project.
- 6. Review, approve or reject Change Requests (CRs) arises during the project by considering the importance, cost and time constraints.

Key roles and responsibilities of Project Management Committee (PMC)

- 1. Plan, implement, manage and monitor the operational activities of the project.
- 2. Provide advice and feedback on scope, schedule, cost and quality concerns or guidance on project priorities that arise during the planning, design and implementation phases of the project.
- 3. Review project schedule weekly and take necessary actions to mitigate possible risks and ensure smooth implementation at all stages.
- 4. Report project progress, risks and issues to the PSC regularly and seek necessary advices for ensuring uninterrupted project implementation.
- 5. Facilitate project deliverable approvals at key milestones; for example functional program, schematic design, design development/ review, comment the deliverable artifacts, etc.
- 6. Ensure that all important decisions are recorded and communicated.

Annex 6 - References

- [1] e-Government Policy Approved by Cabinet of Sri Lanka https://www.icta.lk/icta-assets/uploads/2016/03/eGov-Policy-structured-v4-0.pdf
- [2] Lanka Interoperability Framework http://www.life.gov.lk

SECTION 6: STANDARD FORMS OF CONTRACT

1. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, Director General, Sri Lanka Accounting and Auditing Standards Monitoring Board(SLAASMB) (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

(hereinafter the "Client" and the "Consultant" referred to individually as the "the party" and collectively as "the parties")

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

Appendix D: Breakdown of Contract Price in Foreign Currency (Not

Applicable)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

Appendix G: Form of Advance Payment Guarantee (Not Applicable)

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [name of Client]	
[Authorized Representative]	
For and on behalf of [name of Consultant]	
[Authorized Representative]	
[Note: If the Consultant consists of more than one entity, all as signatories, e.g., in the following manner:]	l these entities should appear
For and on behalf of each of the Members of the Consultant	
[Name of member]	
[Authorized Representative]	
[Name of member]	
[Authorized Representative]	

2. General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the GOSL.
- (c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's Country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sri Lanka.
- (j) "Local Currency" means the currency of the Client's Country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in

Appendix A hereto.

- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

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

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's Country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay direct/indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions

It is the policy to require that Client, as well as Consultants, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, it:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken

(b) will cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the Client or of a beneficiary of the fund were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

1.9.3 Commissions and Fees

(d)

Will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Définition

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 Consultant 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 Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does 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 Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision

reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termina tion

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultant

3.1 General 3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate

interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.3. Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.3.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.4 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.5 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client'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, and
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the Client

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the GOSL, if so required by the Client or the GOSL as the case may be.

4. Consultant's Personnel

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client 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 Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties 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 incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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 GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

3. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
1.3	The language is English	
1.4	The addresses are:	
	Client: Sri Lanka Accounting and Auditing Standards Monitoring Board 3rd Floor, 293, Galle Road, Colombo 03 Phone: (011) 2301210 Fax: (011) 2301211, www.slaasmb.gov.lk	
	Attention: Director General	
	Facsimile: (011) 2301211	
	Email: dgslaasmb@sltnet.lk	
	Consultant:	
	Attention:	
	Facsimile:	
	Email:	
1.6	Joint Ventures are not allowed	
1.7	The Authorized Representatives are:	
	For the Client:	
	For the Consultant:	
	For the ICTA	
1.8	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes	
	All taxes other than VAT (if any) shall be paid by the Consultant and shall include same in the price proposal. Client will not reimburse (other Than VAT) any such taxes separately.	
	The Consultant shall have to bear all direct/ indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Consultant, the Sub-Consultants and the Personnel. For details, please refer to Inland Revenue Department web site; www.inlandrevenue.gov.lk	

2.1	The Effective Date is the date of signing the contract by both parties	
2.2	The Date of Commencement of Services is 7 days from the effective date.	
2.3	The time period: 43 months	
	(Development time – 07 months from the Date of Commencement and Support and Maintenance – 36 months from the date of UAT sign off)	
3.6 (c)	The other actions are: None	
3.8 (b)	The Consultant shall not use the software related to the solution for purposes unrelated to this Contract without the prior written approval of the Client.	
	Upon termination and/ or the expiration of the Contract, the Consultant shall facilitate transferring of software, licenses, data and any other intellectual property ownership of the solution and all artifacts to the Client without any additional cost. The Consultant shall provide to the Client, the ownership rights in respect of the Client specific components of the solution (licensed software components which are modified to meet the system requirements) as designated by Client, provided there exist no license restrictions affecting transfer of such ownership.	
5.1	Not Applicable	
6.2	(b) The amount payable in local currency is [insert amount].	
6.4	Payments will be made to the account of the Consultant and according to the payment schedule given below within 45 days of the date of invoice. Payment shall be made after the conditions listed below for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.	
	The accounts are:	
	for local currency: [insert account]	
	Payments shall be made only in Sri Lankan Rupees according to the following schedule:	
	Table Note: ED – Effective Date (Work start date after contract signing)	

Development of SLAASMB MIS

No	Phase	Duration	Payment (As a % of Design, Develop & Implementation and S&M Cost)
1	Inception	Commencement + 2 Weeks	10%
2	Elaboration	Commencement + 2 Months	15%
3	Iteration 1	Commencement + 4 Months	25%
4	Iteration 2	Commencement + 7 Months	35%
5	S&M	Date of user acceptance + 36 Months	15% (Paid Quarterly)

Change Request

No	Phase	Duration	Payment
1.	Estimation	-	
2.	Implementation	Agreed duration for the CR	As per the CR rate

All payments will be released for each deliverable upon the acceptance by the Committee appointed by SLAASMB.

Note:

If the Consultant fails to complete implementation work as specified above, the Client may without prejudice to all its other remedies, deduct from the payments due to the Consultant, as liquidated damages, a sum equivalent to the 0.1 % Contract Sum (Excluding CR and S&M) per each day; The maximum amount of liquidated damages for the whole contract is Ten percent (10%) of the total Contract Sum (Excluding CR and S&M)

- 6.5 The Interest rate -: Not Applicable
- 8.2 (A) A dispute which cannot be resolved amicably shall be settled in the following manner:-

Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995

4. Appendices

Appendix A – Terms of Reference

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B - Reporting Requirements

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Appendix C - Key Personnel and Sub-Consultants

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's Country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's Country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

Appendix D - Breakdown of Contract Price in Foreign Currency (Not Applicable)

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).
- 2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).
- 2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F - Services and Facilities Provided by the Client

Inputs

Appendix G - Form of Advance Payments Guarantee (Not Applicable)