



Government of Democratic Socialist Republic of Sri Lanka
Sri Lanka Public Financial Management Strengthening Project
(SLPFMSP)
Department of Public Finance
Ministry of Finance, Planning & Economic Development

Funded by

The World Bank

Procurement Name: Procurement of Service Provider for Maintenance, Issue Fixing and Enhancement of the electronic-Government Procurement (e-GP) System

Procurement ID: PFD/e-GP/2025/PCJ-23

Procurement Method: National Competitive Bidding

Procurement of Non-Consultant Services

20th May - 2026

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Invitation for Bids

Purchaser Department of Public Finance, Ministry of Finance,
Economic Stabilization and National Policies

Project: **Sri Lanka Public Financial Management
Strengthening Project (SLPFMSP)**

Procurement Name: **Procurement of Service Provider for Maintenance,
Issue Fixing and Enhancement of the electronic-
Government Procurement (e-GP) System**

Procurement ID: PFD/e-GP/2025/PCJ-23

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Director General, Department of Public Finance, Ministry of Finance, Planning & Economic Development for Sri Lanka Public Financial Management Strengthening Project (SLPFMSP) now invites sealed bids from eligible and qualified bidders for procurement of Service Provider for Maintenance, Issue Fixing and Enhancement of the electronic-Government Procurement (e-GP) System.
2. The Intended Service Period is **two (02) years**.
3. Bidding will be conducted through National Competitive Bidding Procedure (NCB) and is open to all eligible Bidders (Joint Ventures are not accepted) that meet the qualifications requirements specified in the Procurement Document.
4. The bidder shall submit the Form PCA 3 obtained with respect to this procurement, from Department of Registrar of Companies or a proof of the application submitted for the same, as per the Public Contract Act No. 03 of 1987.
5. Bidders must meet the minimum eligibility and qualification criteria mentioned in Section I – Instructions to Bidders, item 2.1 of the Bidding Document for the submission of bids. The Bidding Document can be viewed on the www.promise.lk website under Procurement Information / Manual Procurement Notices and www.treasury.gov.lk website.
6. Interested eligible bidders may obtain further information from:
Mr. Sadeesh K. Sahayam,
ICT Consultant,
Sri Lanka Public Financial Management Strengthening Project
(SLPFMSP),
Department of Public Finance,
Contact: 011 215 1400 (Ext: 4166/ 4234), e-mail: sadeesh.s@egp.gov.lk

7. Bidders shall submit the **Bid** in one **sealed envelope**. All **original documents** shall be placed in **one envelope**, clearly marked “**Original**”, and **copies of the same** shall be placed in **another envelope**, clearly marked “**Copy**” and both shall be placed inside the said sealed envelope.
8. The procurement name and the Procurement ID should be duly labeled at the top left-hand corner of the envelope.
9. A complete set of Bidding Documents in English can be purchased from Department of Public Finance by interested bidders upon payment of a non-refundable fee of **LKR 10,000** until **09th June 2026**. The method of payment shall be through a bank.

The bank details for payment of the non-refundable fee are as follows:

Director General Department of Public Finance
Public Financial Management Strengthening Project
General Treasury
People’s Bank, Union Place Branch
Account No.: 014-1-001-8-9026097

Immediately after making the payment, the bidder shall send an email to amarasena.pws@pfd.treasury.gov.lk attaching the copy of bank deposit slip and providing the following details in order to receive an electronic copy (PDF version only) of the bidding document.

- Company Name
- Date of Payment
- Company Email Address
- Name of the Contact Person

10. Bidders shall submit the original deposit slip of the non-refundable fee with the bid. Failure to submit the deposit slip shall render the bid non-responsive, and the bid shall be rejected.
11. All bids must be accompanied by a Bid Security in the form of bank guarantee of not less than **Sri Lankan Rupees Four Hundred Thousand (LKR 400,000.00)** valid up to **07th September 2026 starting from the date of bid opening**.
12. Bids must be delivered to the following address; Director General, Department of Public Finance, 1st Floor, Room No. 112, Ministry of Finance Planning and Economic Development, Colombo-01 on or before **10th June 2026 at 02.00 PM**. Late bids will be rejected. Bids will be closed on **10th June 2026 at 2.00 PM** and will be opened soon after the bid closing in the presence of the bidders’ representatives who choose to attend in person at the address above on 10th June 2026 at 2.00 PM.

Chairman,
Department Procurement Committee,
Department of Public Finance,
Ministry of Finance, Planning and Economic Development,
The Secretariat, Colombo 1
Tel: 011 248 4614 / 011 248 4805
Date: 20th May 2026

Section I. Instructions to Bidders

A. General

1. Scope of Bid

 - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidder

 - 2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

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

3. Cost of Bidding

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

4. Site Visit

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

B. Bidding Documents

5. Content of Bidding Documents
- 5.1 The set of bidding documents comprises the documents listed below:
- | | |
|--------------------|--|
| Volume I | |
| Section I | Instructions to Bidders |
| Section IV | Conditions of Contract |
| Section VII | Forms of Securities |
| Volume II | |
| Invitation for Bid | |
| Section II | Bidding Data |
| Section III | Forms of Bid and Qualification Information |
| Section V | Contract Data |
| Section VI | Employer's Requirements |
| Section VII | Activity Schedule |
6. Clarification of Bidding Documents
- 12.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid
- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; and
 - (b) The second envelope shall be clearly marked " ENVELOPE 2 – "FINANCIAL BID" and warning " DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".
- 8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:
- (i) Volume 1 of the Bidding Document
 - (ii) Bid security if requested;
 - (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
 - (iv) Other information listed in Bidding Data; and
 - (v) Any other information, bidder may wish to include

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

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

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

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

9. Bid Prices
- 9.1 The Contract shall be for the Services, as described in the Employer’s Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Employer’s Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.
10. Currency of Bid and Payment
- 10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.
11. Bid Validity
- 11.1 Bids shall remain valid for the period specified in the Bidding Data.
- 11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.
12. Bid Security
- 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

- 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.
- 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).
- 12.5 The Bid Security may be forfeited:
 - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

- 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
- 13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bids

- 14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids
- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids
- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening
- 17.1 The Employer will open the envelope marked, ‘Envelope 1 – Qualification and Experience’, in the presence of Bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders’ representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders’ names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 17.2 The envelopes marked ‘Envelope 2 – Financial Bid’ will be opened after the completing the evaluation of envelope marked ‘Envelope 1 – Quality and Experience’, in the manner described in Sub-Clause 21.2.
18. Clarification of Bids
- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, request any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
19. Examination of Bids and Determination of Responsiveness
- 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1.,the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer’s Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20 Evaluation of Qualification and Experience
- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.
- 20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:
- 20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.
- 21 Evaluation of Financial Bid
- 21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,.
- 21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened
- 21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
 - b) correcting the arithmetical errors in-pursuant to Clause 22.
 - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
 - d) applying any discounts offered by the Bidder.
- 21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
22. Correction of Errors
- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria
- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
24. Employer's Right to Accept any Bid and to Reject any or all Bids
- 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
25. Notification of Award and Signing of Agreement
- 25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider

as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

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

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

26.
Performance
Security

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

27.
Advance
Payment and
Security

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

Section II. Bidding Data

ITB Ref:

(1.1) The Employer is:

Director General, Department of Public Finance, Ministry of Finance, Planning & Economic Development for Sri Lanka Public Financial Management Strengthening Project (SLPFMSP) funded by World Bank.

The name and identification number of the Contract is:

Name: Procurement of Service Provider for Maintenance, Issue Fixing and Enhancement of the electronic-Government Procurement (e-GP) System,

Procurement No. : PFD/e-GP/2025/PCJ-23

Bidders are required to bid for the total requirement of services as given in description of services in the Procurement documents. Bids for partial requirements shall be treated as non-responsive and shall be rejected.

(1.2) The Intended Completion date is

Two (02) years from the date of Agreement Signing.

(2.1) The information required from bidder in sub-clause 2.2 is;

- a) **General Experience:** The Company shall have been in operation in the Information Technology (IT) industry for a minimum of **ten (10) consecutive years** at the time of bid submission. Valid business registration documents must be submitted as proof.
- b) **Government Specific Experience:** The bidder is required to provide documentary evidence of having managed at least one (01) government-related ICT project of a similar nature including service maintenance, issue resolution, and enhancements with an overall project value of not less than LKR 40 million, completed within the last five (05) years.
- c) **Average Annual Turnover:** The Bidder shall have a minimum average annual turnover of LKR 30 million in any three (03) years, including the year 2024/2025, during the period from 2019 onwards.
- d) **Financial Resources:** The bidder shall demonstrate the liquid financial capacity to finance the contract for a quarterly value which is equivalent to LKR 5 million, either through credit facilities specifically allocated to the project or in the form of liquid assets, as evidenced in the most recently submitted audited financial statement.
- e) **Form PCA 3:** The bidder shall submit the Form PCA 3 obtained with respect to this procurement, from Department of Registrar of Companies or a proof of the application submitted for the same, as per the Public Contract Act No. 03 of 1987. If the bidder is unable to submit the PCA 3 certificate together with the bidding documents, the certificate shall be submitted within two weeks from the bid opening date.

(2.2) The information required from bidders in Sub-Clause 2.2 is:

Schedules for Eligibility Criteria	
Schedule A -	<p>General Experience: The Company shall have been in operation in the Information Technology (IT) industry for a minimum of ten (10) consecutive years at the time of bid submission.</p> <p>The bidder shall submit the business registration as proof of the above eligibility criteria.</p>
Schedule B -	<p>Government Specific Experience in at least (01) one government-related ICT project of a similar nature including service maintenance, issue resolution and enhancements with an overall project value of not less than LKR 40 million for the last 05 years.</p> <p>The bidder shall submit the supporting documents as proof of the above eligibility criteria.</p>
Schedule C -	<p>The Bidder should have a minimum average annual turnover of LKR 30 million in any three (03) years, including the year 2024/2025, during the period from 2019 onwards.</p> <p>The bidder shall submit audited financial statements as proof of the following eligibility criteria.</p>
Schedule D -	<p>The bidder shall demonstrate the liquid financial capacity to finance the contract for a quarterly value which is equivalent to LKR 5 million, either through credit facilities specifically allocated to the project or in the form of liquid assets, as evidenced in the most recently submitted audited financial statement.</p> <p>The bidder shall submit;</p> <p>i. Audited Financial Statements (Balance Sheet of 2024/2025)</p> <p style="padding-left: 40px;">The bidder shall additionally prove the availability of liquid financial capacity of LKR 5 million, as evidenced by liquid assets reflected in the most recently audited financial statements.</p> <p>ii. Bank confirmation letter (if applicable)</p> <p style="padding-left: 40px;">If the required liquid financial capacity equivalent to LKR 5 million cannot be demonstrated through liquid assets as evidenced by the bidder's most recently audited financial statements, the bidder shall submit a bank confirmation letters confirming the availability of a credit facilities and financial position.</p>
Schedule E -	<p>Form PCA 3: The bidder shall submit the Form PCA 3 obtained with respect to this procurement, from Department of Registrar of Companies or a proof of the application submitted for the same, as per the Public Contract Act No. 03 of 1987. If the bidder is unable to submit the PCA 3 certificate together with the bidding documents, the certificate shall be submitted within two weeks from the bid opening date.</p>

Schedules for Other Qualification Criteria	
Schedule F -	<p>Specific Experience in successfully completed or on-going resources augmentations assignment/projects with more than 02 resources for any ICT related projects during last 03 years</p> <p>The bidder shall submit the supporting documents as proof of the above qualification requirements.</p>
Schedule G -	<p>Management & Work plan, Technical approach and Methodology</p> <p>Bidder shall explain in a write up not more than 2,000 words, the work plan, technical approach and methodologies to fulfill the areas mentioned in the Employer's Requirements of this assignment.</p>
Schedule H -	<p>The bidder needs to allocate the resources with following minimum educational qualifications and work experiences.</p> <p>Senior PHP Developer</p> <ul style="list-style-type: none"> ➤ A Basic degree in IT or any other field directly relating to this position. ➤ 02 years of work experience related to software development related areas. ➤ The candidate shall have undertaken at least 01 similar assignments over the last 02 years as a mandatory entry requirement. <p>PHP Developer</p> <ul style="list-style-type: none"> ➤ A Basic degree in IT or any other field directly relating to this position. ➤ 01 year of work experience related to software development related areas. ➤ The candidate shall have undertaken at least 01 similar assignments over the last 02 years.
Schedule I -	Documents to prove authentication of signatory
Schedule J -	<p>Price Schedule</p> <p>The bidder shall submit a valid VAT Registration Certification, if applicable.</p>

(5.1) Content of the Bidding Document

Invitation for Bids

Section I	Instructions to Bidders
Section II	Bidding Data
Section III	Bid Forms
Section IV	Qualification Information
Section V	Conditions of Contract
Section VI	Contract Data
Section VII	Employer's Requirements
Section VIII	Contract Forms

- (8.1) The bidder shall submit the **original** and all **copies** of the bid in two separate inner envelopes duly marking them as “**ORIGINAL**” and “**COPY**”; These inner envelopes shall then be enclosed in **one single outer envelope**.

The bidders who failed to adhere these guidelines will not be considered for further evaluation.

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

**Director General
Department of Public Finance
Room No. 112 (1st Floor)
Ministry of Finance, Planning and Economic Development
Lotus Road
Colombo-01**

- (11.1) The Bid validity period shall be sixty (60) days from the bid closing date. *[up to 09th August 2026]*

- (12.1) A Bid Security shall be required. It shall include in the Envelop of marked as “Original”.

The amount and currency of the Bid Security shall be:

Sri Lankan Rupees Four Hundred Thousand (LKR 400,000.00)

The validity period of the bid security shall be 88 days from the bid submission deadline. *[07th September 2026]*

The bid security is provided in the form of a Bank Guarantee using the format given in Section III.

The Bid Security shall be issued in favor of **Director General, Department of Public Finance**. Such Bank Guarantee shall be irrevocable and unconditional, and shall be encashable upon the first written request by the Procuring Entity.

Bank Guarantees issued by any of the following banks or institutions shall be acceptable:

- (a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka
- (b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka

- (14.1) The Employer’s address for the purpose of Bid submission is

**Director General
Department of Public Finance
Room No. 112 (1st Floor)
Ministry of Finance, Planning and Economic Development
Lotus Road
Colombo-01**

For identification of the bid the envelopes should indicate top left corner:

Procurement Number: PFD/e-GP/2025/PCJ-23

Procurement Name : Procurement of Service Provider for Maintenance, Issue Fixing and Enhancement of the electronic-Government Procurement (e-GP) System

(15.1) The deadline for Bid Submission is:

Date : 10th June 2026

Time: 2 PM

Bidder **shall not** have the option of submitting their Bids electronically. Also alternative offers and options are not allowed.

(17.1) The Employer shall open the envelop marked as “**Original**” and “**Copies**” in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified below will be opened at 2.00 PM of the day 10th June 2026 at the following address.

Department of Public Finance
Ministry of Finance, Planning and Economic Development
e-GP Secretariat
New Building (2nd Floor)
Lotus Road
Colombo-01

(17.2) The Employer will open the envelopes marked as “**Original**” and “**Copies**” in the presence of Bidders.

(19.1) All bids will be evaluated in accordance with the **Procurement Guidelines – 2024 (Goods, Works, and Non-Consulting Services)**. First, bids will be checked to ensure **completeness, timely submission, signature by an authorized person, inclusion of all required documents, and valid bid security**.

Only bids that substantially meet the **technical and commercial requirements** will proceed to detailed evaluation. Minor deviations may be considered with appropriate adjustments, while bids with major deviations will be rejected.

Eligibility Criteria:

- a) **General Experience:** The Company shall have been in operation in the Information Technology (IT) industry for a minimum of **ten (10) consecutive years** at the time of bid submission.
- b) **Government Specific Experience:** The bidder is required to have at least one (01) government-related ICT project of a similar nature including service maintenance, issue resolution, and enhancements with an overall project value of not less than LKR 40 million, completed within the last five (05) years.
- c) **Average Annual Turnover:** The Bidder shall have a minimum average annual turnover of **LKR 30 million in any three (03) years**, including the year 2024/2025, during the period from 2019 onwards.
- d) **Financial Resources:** The bidder shall demonstrate the liquid financial capacity to finance the contract for a quarterly value which is equivalent to **LKR 5 million**, either through credit facilities specifically allocated to the project or in the form of liquid assets.
- e) **Form PCA 3:** The bidder shall submit the Form PCA 3 obtained with respect to this procurement, from Department of Registrar of Companies or a proof of the application submitted for the same, as per the Public Contract Act No. 03 of 1987. If the bidder is unable to submit the PCA 3 certificate together with the bidding documents, the certificate shall be submitted within two weeks from the bid opening date.

(20.2) Not Applicable

(20.3) Then assess **technical compliance, capacity, and experience**, assigning marks in accordance with the table provided below.

Evaluation of Technical Bid

The technical features to be evaluated are generally defined below;

	Criteria	Maximum Points	Minimum Required
a	<p>Government Specific Experience (A)</p> <p>Experience in successfully completing Government-related ICT projects with an overall project value of not less than LKR 40 million for the last 05 years.</p> <p>[For eligibility, one (01) such project must be there. Two and Half (2.5) marks each will be given for any additional such projects up to 04 more projects]</p>	10	None
b	<p>Specific Experience (B)</p> <p>Experience in successfully completed or on-going resources augmentations assignment/projects with more than 02 resources for any ICT related projects during last 03 years.</p> <p>[Five (05) marks a project up to 04 more projects]</p>	20	10
c	<p>Management & Work plan, Technical Approach and Methodology</p> <p>Bidder shall explain in a write-up not more than 2,000 words, the work plan, technical approach and methodologies to fulfill the areas mentioned in the ToR of this assignment</p>	20	10
d	<p>Qualifications, Work Experiences and Adequacy for the Assignment of the 02 PHP Resources</p> <p>i) Senior PHP Developer ii) PHP Developer</p> <p>The marks to be assigned to each of the above positions, based on the information provided in the CV, shall be determined considering the following three sub criteria and relevant percentage weights;</p> <ul style="list-style-type: none"> • General Qualifications - 25 % • Work Experience in the domain - 25 % • Adequacy for the assignment - 50 % • Total weight - 100% <p>Please see note below for more detailed information on assigning the marks for the above</p>	30 20	15 10
	Total	100	70

Note:

i) Senior PHP Developer

- **General Qualification:** A Basic degree in IT or any other field directly relating to this position is the eligibility/entry criteria, and marks will not be assigned for the said basic qualification. Marks will be assigned for additional qualifications, courses followed, certifications etc
- **Work Experience in the Domain:** 02 years of work experience related to software development related areas will be at the eligibility level. Any additional years of experience will be qualified for marks.
- **Adequacy for the Assignment:** The candidate shall have undertaken at least 01 similar assignments over the last 02 years as a mandatory entry requirement. The marks will be given to additional adequate assignments which cover the areas of the tasks/roles mentioned in the Employer's Requirements.

ii) PHP Developer

- **General Qualification:** A Basic degree in IT or any other field directly relating to this position is the eligibility/entry criteria, and marks will not be assigned for the said basic qualification. Marks will be assigned for additional qualifications, courses followed, certifications etc
- **Work Experience in the Domain:** 01 year of work experience related to software development related areas will be at the eligibility level. Any additional years of experience will be qualified for marks.
- **Adequacy for the Assignment:** The candidate shall have undertaken at least 01 similar assignments over the last 02 years as a mandatory entry requirement. The marks will be given to additional adequate assignments which cover the areas of the tasks/roles mentioned in the Employer's Requirements.

Also the Employers requirements need to be fully complied.

Only bids that achieve the **minimum required technical score** and **fully complied to Employers requirements** will have their financial offers evaluated. The **lowest evaluated, substantially responsive bid** will then be identified for recommendation.

(20.4) The minimum required technical score is equal or more than 70%.

(21.1) Not Applicable

(21.2) Not Applicable

(26.1) The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 5% of the Contract Price.

A performance Security shall be submitted using the given format within 14 days from the date of "Letter of Acceptance" issued by;

(i) A commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

(ii) A bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.

For in an amount equivalent to five percent (5%) of the Contract Price valid up to [28 days beyond the date of completion of

(27.1) Advance payment will not be made.

Section III - Forms of Bid

Bid Security (Bank Guarantee)

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

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

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

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

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

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

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name, and address]

Section IV - Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary

Eligibility Criteria

Schedule A

General Experience

The Company shall have been in operation in the Information Technology (IT) industry for a minimum of ten (10) consecutive years at the time of bid submission. Valid business registration documents must be submitted as proof.

Please Attach the Business Registration

Schedule B

Government Specific Experience

The bidder is required to provide documentary evidence of having managed at least one (01) government-related ICT project of a similar nature including service maintenance, issue resolution, and enhancements with an overall project value of not less than LKR 40 million, completed within the last five (05) years.

(Please attached the proof document)

Ref. No.	Duration	Assignment name & brief description of main deliverables/ outputs	Name of Client	Approx. Contract Value	Role on the Assignment	Proof Document Reference Number
For Eligible	01.					
	02.					
Other	03.					
	04.					
	05.					
	06.					
	07.					
	08.					
	09.					
	10.					
	11.					
	12.					
	13.					
	14.			Total		

Schedule C

Average Annual Turnover

(In any three (03) years, including the year 2024/2025, during the period from 2019 onwards)

Year	Annual Turn-over (LKR)	Remarks
2022/2023		Attach the audited financial statements
2023/2024		
2024/2025		
Average Annual Turn-over		

Schedule D

Bank Confirmation Letters for Credit Facilities (If applicable) and Statement of Financial Position of the year 2024/2025

Please Attach

Schedule E

Form PCA 3

The bidder shall submit the Form PCA 3 obtained with respect to this procurement, from Department of Registrar of Companies or a proof of the application submitted for the same, as per the Public Contract Act No. 03 of 1987. If the bidder is unable to submit the PCA 3 certificate together with the bidding documents, the certificate shall be submitted within two weeks from the bid opening date.

Please Attach

Other Qualification Criteria

Schedule F

The bidder is required to provide documentary evidence in successfully completed or on-going resources augmentations assignment/projects with more than 02 resources for any ICT related projects during last 03 years
(Please attach the proof document)

Ref. No.	Duration	Assignment name & brief description of main deliverables/ outputs	Name of Client	Approx. Contract Value	Role on the Assignment	Proof Document Reference Number
01.						
02.						
03.						
04.						
05.						
06.						
07.						
08.						
			Total			

Schedule G

Management & Work plan, Technical approach and Methodology

Bidder shall explain in a write up not more than 2,000 words, the work plan, technical approach and methodologies to fulfill the areas mentioned in the Employer's Requirements of this assignment

Schedule H

Qualifications, Work Experiences and Adequacy for the Assignment of the 02 PHP Resources

Name	Position	Minimum Qualification Criteria
1.	Senior PHP Developer	<ul style="list-style-type: none"> • A Basic degree in IT or any other field directly relating to this position. • 02 years of work experience related to software development related areas. • The candidate shall have undertaken at least 01 similar assignments over the last 02 years as a mandatory entry requirement.
2.	PHP Developer	<ul style="list-style-type: none"> • A Basic degree in IT or any other field directly relating to this position. • 01 year of work experience related to software development related areas. • The candidate shall have undertaken at least 01 similar assignments over the last 02 years.

Senior PHP Developer
Please fill the "Candidate Summary" format below

PHP Developer
Please fill the "Candidate Summary" format below

Candidate Summary

To be completed by the Proposer

Proposer’s Legal Name: *[insert Proposer’s Legal Name]*

Date: *[insert Date]*

Invitation for Bids No.: *[insert IFB number]*

Page _____ of _____ pages

Position; <i>[insert Title of Position]</i>		Prime <input type="checkbox"/> Alternate
Candidate information	Name of candidate <i>[insert Name Candidate]</i>	Date of birth <i>[insert Date of Birth]</i>
	Professional qualifications <i>[describe Professional qualifications]</i>	
	Academic Qualification <i>[describe Academic qualifications]</i>	
	Additional Qualification <i>[describe Additional qualifications]</i>	
	Courses followed <i>[describe Courses followed]</i>	
	Certifications <i>[describe Certifications]</i>	

Membership in Professional Associations and Publications:

Insert Details

Language Skills (indicate only languages in which you can work):

Insert Language Skills

Work experience in the domain: Summarize work experience related to software development, in reverse chronological order. Indicate particular technical experience relevant to software development related areas. Past employment that is not relevant to the assignment does not need to be included.

Period of Engagement	Project / Position	Company	Client Reference	Relevant Software Development Experience	Documentary Evidence Reference Number
<i>Use format YYYY-MM (Example: 2022-05)</i>	<i>Role or project name (e.g., Senior Software Engineer – Payment System)</i>	<i>Name of the organization</i>	<i>Client name, manager, or contact person (optional email/phone)</i>	<i>Key work done, technologies, frameworks, responsibilities</i>	<i>Need to provide documentary evidence for experience</i>

Adequacy for Assignment: Summarize work experience related to similar assignment over last two (02) years, in reverse chronological order.

Period of Engagement	Project / Position	Company	Client Reference	Relevant Software Development Experience	Documentary Evidence Reference Number
<i>Use format YYYY-MM (Example: 2022-05)</i>	<i>Role or project name (e.g., Senior Software Engineer – Payment System)</i>	<i>Name of the organization</i>	<i>Client name, manager, or contact person (optional email/phone)</i>	<i>Key work done, technologies, frameworks, responsibilities</i>	<i>Need to provide documentary evidence for experience</i>

Candidate’s contact information: [e-mail **Insert Email address** phone **Insert Phone Number**]

Certification of candidate:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Candidate:

Signature: _____

Date: [day/month/year]

Name of authorized representative of the candidate (the same who signs the Proposal)

Signature_____

Date: [day/month/year]

Schedule I

Authentication of Signatory

Please Attach documentary proof of the authorized signatory

Schedule J

Price Schedule

Item	<ul style="list-style-type: none"> • The total contract value shall be inclusive of total remuneration for the deployed resources and administrative cost (Overheads and profits, expenses associated as per any government directive, and all related taxes etc;). No reimbursable expenses are allowed with this contract. • The bidder shall have to provide the breakdown of the total contract in accordance with following table. • The total contract value will be paid partially on a Quarterly basis after the payments have been certified by the assigned supervisor. • The bidder shall submit a valid VAT Registration Certificate, if applicable. 		
	Monthly Cost LKR	Contract Period (Months)	Total Cost LKR
Senior PHP Developer		24	
PHP Developer		24	
Administrative and other costs		24	
Total Cost of the Financial Proposal (Excluding VAT)			
VAT Amount			
Total Cost of the Financial Proposal (Including VAT)			

Name of Bidder:	
Authorized Signature of Bidder:	
Date:	
Bidder's Seal:	

Section V - Conditions of Contract

1. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

- 1.3 Language This Contract has been executed in English Language
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer’s Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

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

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

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

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

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

3.3 Confidentiality

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

3.5 Service Providers' Actions Requiring Employer's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

- 3.7 Documents Prepared by the Service Providers to Be the Property of the Employer All plans, drawings, Employer’s Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
- 3.8 Liquidated Damages
- 3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- 3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5
- 3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider’s Personnel

- 4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Re placement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

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

5. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying 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 Clauses 2.4 and 6.3 .
- 6.2 Contract Price The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation
 - 6.3.1 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.
- 6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

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

7. Quality Control

- 7.1 Identifying Defects The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- 7.2 Correction of Defects, and Lack of Performance Penalty
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected..
 - (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
 - (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

8. Settlement of Disputes

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

- 8.2 Dispute Settlement
- 8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
- 8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.
- 8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section VI. Contract Data

Clauses in brackets are optional; all notes should be deleted in final text

Number of Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GC Clause

1.1 (a) “Activity Schedule” is not applicable

1.1 (b) The Completion Date is two years from the date of agreement signing

1.1 (e) The Employer is:

Director General
Department of Public Finance
Sri Lanka Public Financial Management Strengthening Project (SLPFMSP)
Ministry of Finance, Planning and Economic Development

1.1 (h) The Service Provider is *[insert name]*

1.4 The addresses are:

Employer: Director General
Department of Public Finance
Sri Lanka Public Financial Management Strengthening Project (SLPFMSP)
Ministry of Finance, Planning and Economic Development

Attention: Director General, Department of Public Finance

e-mail: dgpf@pfd.treasury.gov.lk

Telephone: 011 248 4614

Service Provider: _____

Attention: _____

email: _____

Telephone: _____

1.6 The Authorized Representatives are:
For the Employer: Additional Director General, Department of Public Finance

For the Service Provider: _____

2.1 The date on which this Contract shall come into effect is **from the date of signing the Contract Agreement**

[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Clause 6.4), etc.]

2.2 The Starting Date for the commencement of Services is **from the date of signing the Contract Agreement**

2.3 The Intended Completion Date is *2 years from the date of Contract Agreement signing.*

3.5 (d) *[Note: Delete where not applicable].*

The other actions are _____.]

3.9 The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 5% of the Contract Price.

A performance Security shall be submitted using the given format within 14 days from the date of “Letter of Acceptance” issued by;

(i) A commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

(ii) A bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.

For in an amount equivalent to five percent (5%) of the Contract Price valid up to
[28 days beyond the date of completion of
.....]

4.2 (a) In case of replacement of service providers personnel, prior written approval shall be obtain from the employer.

5.3 The Procuring Entity provide only the workspace for the PHP developers, along with internet access, within the e-GP Secretariat

6.2 (a) The amount is *[insert amount]*.

6.4 Payment shall be made within *[30]* days of receipt of the invoice and the relevant documents specified in Clause 6.4

Interest on delayed payments shall not be applicable

Appendices

Appendix A - Description of the Services

Introduction

The establishment of an Electronic Government Procurement System can be considered a major transformation of public financial management.

The existing public procurement system of the government is conducted manually and has drawbacks such as a lack of efficiency, transparency and accountability. Therefore, the completion of an electronic procurement management system is a timely requirement for the Government of Sri Lanka.

The key objectives of the e-GP System development and implementation are overall efficiency in government investment, enhanced governance and economic development, reduction in procurement delays, and strengthening monitoring and evaluation of the government procurement system.

The initial concept for the introduction of the Electronic Government Procurement System (e-GP) into the public procurement system in Sri Lanka was presented to the Cabinet of Ministers by Cabinet Memorandum No. 17/2459/719/087 on 27 October 2017. Consequently, the e-GP Secretariat was established under the Ministry of Finance and the e-GP System development and implementation were initiated under the e-GP Secretariat by signing a contract agreement for the development of the e-GP System in November 2019.

From then, the e-GP System Implementation Project was initiated under the e-GP Secretariat of the Ministry of Finance (e-GP Secretariat) to develop and implement the Procurement Management Information System (PROMISE) across all the government ministries, departments, district secretaries, provincial councils, state corporations, statutory boards and state-owned enterprises.

Accordingly, the Ministry of Finance issued Public Finance Circular No. 08/2019 dated 17.12.2019 for 'Implementation of the Electronic Government Procurement (e-GP) System in Sri Lanka' requesting Procuring Entities and Suppliers to register through the web portal of www.promise.lk for procurements conducted under the Shopping procedure.

The website www.promise.lk is currently operating in a live environment, providing both bidders and government agencies with access to the *shopping method bidding facility*.

This bidding document has been developed with the primary objective of selecting a qualified, experienced, and competent service provider to undertake the warranty support, system maintenance, issue resolution, and enhancement activities, Change request for the existing e-Government Procurement (e-GP) application hosted at www.promise.lk.

The current system operates using two separate source code bases Version 1 and Version 2 which will require the selected bidder to manage, maintain, and support both versions, including activities related to code merging, stabilization, optimization, and continuous improvement. The intention is to ensure uninterrupted system functionality and to enable progressive enhancements aligned with user needs and government procurement operational requirements.

Technology and Architecture

The system has been developed using **PHP** as the primary programming language, with **MySQL** serving as the relational database management system. The application is hosted on an **Apache** web server and operates within a **Linux-based operating environment**, ensuring stability, scalability, and compatibility with open-source technologies.

Core Functional Features

The www.promise.lk procurement system has been designed to shopping method in government procurement activities. At present, the platform is operational and exclusively configured to facilitate procurement under the National Shopping Method. The core functional features of the system include:

1. **Supplier Registration and Management**
The system enables suppliers to register online, maintain their profiles, update qualification information, and receive notifications related to shopping-method procurement opportunities.
2. **Publication of Invitations and Bid Notices**
Procuring entities can create and publish Invitation for Bids (IFB), bid notices, procurement schedules, and related documents specifically aligned with the National Shopping Method.
3. **Online Bid Submission**
Suppliers can securely submit their quotations electronically through the system. This includes the uploading of price quotations, supplier declarations, and any required supporting documents.
4. **Bid Opening and Comparison**
The system supports automated bid opening at the scheduled time, ensuring transparency.
5. **Evaluation and Recommendation Workflow**
There is no major function this area need to improve.
6. **Awarding and Notification**
The system facilitates the issuance of award notifications to suppliers and provides an audit trail for decision-making and approvals.
7. **Document Management and Record Keeping**
All procurement-related documents, attachments, communications, and logs are stored digitally, supporting audit, reporting, and compliance requirements.
8. **Dashboard and Monitoring**
The system currently lacks properly developed reports, and no administrative forms or interfaces have been implemented. As a result, key monitoring, data extraction, and administrative management tasks cannot be performed directly by system administrators and must instead rely entirely on vendor support. This limitation significantly affects operational efficiency and restricts the government's ability to manage and oversee the system independently.
9. **Audit Trail and Security Controls**
The platform maintains an audit trail capturing user activities. Need more enhancements.

Strategic Importance

EGP is a mission-critical system supporting financial governance at both central government and provincial council levels. Developed internally by government accounting and IT experts, it has become the foundation of public financial management, ensuring transparency, fiscal discipline, and accountability across the public sector.

Modernization and Vendor Engagement

As the technological environment continues to advance and the demand for robust digital public services increases, the existing eGP application has entered an essential phase requiring structured maintenance, performance optimization, and controlled enhancements. Accordingly, the Government invites capable and experienced service providers to undertake the following responsibilities:

- Undertake a detailed technical and functional review of the current eGP system to assess its stability, architecture, configurations, and operational workflows.
- Evaluate the existing source code, frameworks, and technology stack to determine practical improvements that can be introduced within the current architecture.
- Identify and address issues related to system performance, security vulnerabilities, maintainability, and scalability, ensuring the platform remains stable, reliable, and compliant with government standards.
- Implement a structured maintenance and continuous improvement process, enabling the system to operate efficiently and in alignment with recognised best practices in enterprise application management and digital government service delivery.

It is important to note that the intention is not to migrate the system to a new framework or redesign it using new technologies at this stage. The current eGP Shopping Method module is expected to operate only for the next one to two years, until its functionalities are transitioned into the upcoming replacement platform. Therefore, the focus of this procurement is to maintain, stabilise, and enhance the existing solution during this transition period.

Project Scope

The primary objective of this project is to maintain, troubleshoot, enhance, and continuously support the existing e-GP application (Shopping Method module) to ensure its seamless and uninterrupted operation. The focus is on strengthening system stability, security, performance, and scalability, while ensuring that both the application and its hosting environment are regularly updated, monitored, and kept fully functional without any disruption to government procurement processes.

This initiative aims to safeguard the reliability of the current platform until the transition to the future e-GP solution is completed. The project will ensure that all operational, technical, and security requirements are met throughout the system's remaining lifecycle.

Appendix B - Schedule of Payments

- The total contract value shall be inclusive of total remuneration for the deployed resources and administrative cost (Overheads and profits, expenses associated as per any government directive, and all related taxes etc;). No reimbursable expenses are allowed with this contract.
- The bidder shall have to provide the breakdown of the total contract in the Price schedule
- The total contract value will be paid partially on a quarterly basis after the payments have been certified by the assigned supervisor. For that, the invoice and required document (Timesheets with the approval from the assigned e-GP officer) must be duly furnished. Payment shall be effected within thirty (30) days from the date of submission of all required supporting documents.
- PHP developers are employed on a full-time basis, with working hours from 8:30 a.m. to 4:15 p.m. during weekdays.
- Resources shall be allocated in accordance with the Employer's Requirements, and in case of an emergency where additional resources are required, such resources shall be paid on a monthly basis.
- The final payment will be released only after verification and confirmation that all Employer's Requirements have been satisfactorily fulfilled.

Appendix C - Key Personnel

The bidder needs to allocate the capable experience resources for web site tasks. Following basic education and work experience needed for selected resources.

The WIP need to submit the relevant work experience and educational qualifications base on the following table. Bidder should fill the **Candidate Summary Format of Section IV – Qualification Information** of the following key resources with the bid document.

Roles	Total Work Experience	Similar Assignment
Expert PHP Engineer in Tech Lead level	2	1
Associate PHP engineers	1	1

Position	Nos.	Minimum Qualifications	Required Technical Skills
Expert PHP Engineer in Tech Lead level (Need to have hands on experience in developing.)	1	<ul style="list-style-type: none"> • A Basic degree in IT or any other field directly relating to this position. • 02 years of work experience related to software development related areas. • The candidate shall have undertaken at least 01 similar assignments over the last 02 years as a mandatory entry requirement. 	Strong hands-on experience in PHP (Laravel / Symfony / CodeIgniter), MySQL / PostgreSQL, REST API development, MVC architecture, Git version control, system architecture design, debugging and performance optimization.
Associate PHP Engineers	1	<ul style="list-style-type: none"> • A Basic degree in IT or any other field directly relating to this position. • 01 year of work experience related to software development related areas. • The candidate shall have undertaken at least 01 similar assignments over the last 02 years. 	Knowledge of PHP frameworks (Laravel / CodeIgniter), MySQL databases, HTML, CSS, JavaScript, REST API integration, Bit bucket

Appendix D: Breakdown of Contract Price

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix E - Services and Facilities provided by the Employer

The Procuring Entity provide only the workspace for the PHP developers, along with internet access, within the e-GP Secretariat

Appendix F - Minutes of Contract Finalization Discussions (If any)

Appendix G - Agreed Contract Amendments (If any)

Appendix H - Agreed and Finalized Project Plan (If any)

Section VII. Employer’s Requirements

Scope of Work

The selected service provider will be responsible for the following key activities:

- Ensuring smooth and uninterrupted operation of the existing e-GP Shopping Method system, maintaining consistent system availability and performance.
- Carrying out routine updates, applying security patches, and performing continuous performance monitoring to mitigate risks and strengthen system resilience.
- Diagnosing and resolving all technical, functional, or operational issues in a timely and proactive manner to prevent service disruptions.
- Implementing new change requests issued by the Department of Public Finance (DPF).
 - The bidder cannot charge any additional fees for these new changes, as a separate PHP development team will be recruited for this purpose.
 - DPF will retain full authority to direct, coordinate, validate, and obtain necessary work from this PHP team, while the selected bidder will oversee, guide, and ensure proper integration and alignment with the main application.
- Minimizing system downtime and ensuring continuous availability to support government procurement operations without interruption.
- Assist in future upgrades to e-GP version 2.1
- Support the development and integration of SLT Rainbow pages with the e-GP v2.1 system
- Database-specific tasks (maintenance, optimization).
- Storage/log management.
- Communication features (urgent notices on web-site).
- Reporting & analytics.
- Admin panel development.
- Ensure best practices for managing Audit logs.

Application Analysis & Assessment Phase

In the initial phase of the engagement, the appointed service provider will undertake an in-depth evaluation of the existing eGP application. The purpose of this exercise is to gain a complete understanding of the system’s current state, uncover improvement opportunities, assess modernization needs, and identify potential risks that may impact long-term sustainability, performance, or security. This phase forms the foundation for all subsequent maintenance, enhancement, and optimization activities.

The assessment will cover the following key areas:

Assessment Area	Expanded Description
Codebase Discovery and Source Analysis	Conduct a full inventory of the application's source code assets, review the structure and organization of the codebase, examine the underlying technology stack, and identify all third-party libraries, plug-ins, and system integrations currently in use.
Application Architecture and System Design	Evaluate the existing architectural framework, including its layered components, modular separation, and interaction flows. Assess compliance with established software

Assessment Area	Expanded Description
Review	engineering standards and determine whether the design supports scalability, maintainability, and future enhancements.
Code Quality, Structure, and Maintainability	Perform static and structural code analysis to measure complexity, detect redundant or duplicated code segments, identify the presence of technical debt, and classify areas requiring refactoring to improve long-term maintainability.
Performance, Load Handling, and Scalability Evaluation	Execute performance assessments such as load testing, stress testing, and response-time analysis to determine how the system behaves under varying levels of user demand. Identify performance bottlenecks and evaluate scalability limits.
Security, Vulnerability, and Compliance Review	Carry out security vulnerability scanning, analyze authentication and authorization workflows, review access control mechanisms, and perform an initial risk evaluation to identify gaps related to compliance, data protection, and system resilience.
Database Structure, Integrity, and Optimization Review	Analyze the database design, including schema structure, normalization, indexing strategies, and stored procedures. Verify data integrity, assess query performance, and outline recommendations for optimization or future database migration needs.
Documentation Completeness and Quality Verification	Gather and assess existing technical and functional documentation, including design specifications, deployment procedures, configuration details, and test cases. Identify missing, outdated, or incomplete documentation and define the required updates for ensuring full system understanding.

Optimization and Delivery Phase

The second phase focuses on optimizing the application, addressing identified gaps, and delivering an improved and stable version of the EGP system.

The vendor shall ensure that all deliverables are fully tested, secure, and compliant with industry best practices.

Deliverable Area	Key Tasks and Expected Outputs
Codebase Improvement	Conduct detailed code reviews, remove obsolete or redundant code, update dependencies, perform performance optimization, and upgrade frameworks while ensuring backward compatibility.
Database Optimization	Enhance database performance through query optimization, improve data indexing, rationalize licenses, and manage any required data migration.
Security Management	Conduct comprehensive vulnerability testing, enforce data encryption standards, and implement necessary access control and security hardening measures.
Quality Assurance (QA)	Prepare and deliver all QA artifacts including test cases, test scripts, internal test results, functional test reports, performance and stress test reports, accessibility compliance reports, and

Deliverable Area	Key Tasks and Expected Outputs
	security/vulnerability test reports.
Training and Knowledge Transfer	Develop and deliver detailed user manuals, administrator guides, and training materials. Conduct practical knowledge transfer sessions, including installation, configuration, and deployment training for relevant government staff.
Code Deposit and Handover	Submit the final, fully tested, and enhanced source code to the Department of Public Finance' official GitHub repository. Ensure version control integrity and documentation for all changes made.

Licensing and Technology Compliance

The selected vendor shall ensure that all frameworks, libraries, development tools, and software components used for the maintenance, enhancement, or deployment of the eGP application are properly licensed, legally compliant, and fully supported by their respective technology providers. This requirement includes maintaining access to ongoing security patches, critical fixes, and version updates from official vendors to safeguard system reliability and security.

The current production environment of www.promise.lk operates on the following technology stack:

- Apache 2.4
- PHP 7.4
- MySQL 5.6

Given that certain components in this stack may be reaching or have reached end-of-support status, the vendor is required to:

- Review all outdated, deprecated, or unsupported technologies within the system.
- Recommend and implement necessary upgrades, refactoring, or replacements to ensure sustained system stability, performance, and security.
- Ensure that all modifications or upgrades are performed in a controlled manner that does not disrupt existing operations and remains fully aligned with the approved maintenance and enhancement roadmap.

Any technology updates must be coordinated with the Department of Public Finance (DPF), adhering to change management protocols and ensuring backward compatibility where required.

Maintenance Phase

The Maintenance Phase represents a vital stage in the lifecycle of the eGP application, ensuring that the system continues to function efficiently, securely, and reliably after enhancements and optimizations have been completed. This phase focuses on preserving system stability, supporting operational continuity, and proactively addressing issues to avoid service interruptions.

During this period, the selected vendor will be responsible for delivering a comprehensive suite of Operations and Maintenance (O&M) services. These services include real-time monitoring, rapid troubleshooting, systematic version management, deployment support, and continuous updates to technical documentation. All activities must be carried out with strict attention to minimizing operational disruptions, particularly to the procurement and accounting functions of the Department of Public Finance (DPF) and all associated government entities.

Key Deliverables and Responsibilities

Deliverable Area	Detailed Description
Maintenance Strategy & Execution Plan	Prepare and submit a detailed maintenance strategy that defines scheduled activities, maintenance windows, roles and responsibilities, communication flows, and escalation protocols. The plan should cover preventive, corrective, and adaptive maintenance cycles to ensure predictable and timely support.
Application Monitoring & Technical Support	Maintain continuous monitoring of system performance, infrastructure components, application logs, and service availability. Establish and manage an incident tracking mechanism to capture issues, classify severity levels, and record the actions taken. Provide round-the-clock—or otherwise agreed—support coverage for incident response and operational assistance.
Release & Deployment Management	Establish a disciplined release management approach supported by a Continuous Integration/Continuous Deployment (CI/CD) process. Document release versioning standards, approval workflows, rollback mechanisms, and ensure all deployments pass quality assurance checks prior to release into the production environment.
Performance Health Checks & Reporting	Perform routine performance assessments of key system metrics including server resource utilization, response times, application throughput, and database query performance. Generate and submit monthly performance reports or dashboards demonstrating compliance with contractual SLAs and identifying improvement areas.
Security Oversight & Compliance Assurance	Conduct recurring security assessments including vulnerability scans, penetration tests, and review of access control and authentication mechanisms. Ensure that patches are applied promptly and that all security measures conform to recognized standards such as OWASP, Cloud Security Alliance (CSA), and ISO/IEC 27001/27017/27018. Monitor security logs to detect and respond to suspicious activity.
Documentation Maintenance & Knowledge Transfer	Keep all system documentation—architecture designs, deployment guides, API specifications, database structures, maintenance logs, and operational manuals—accurate and up to date. Employ version-control practices and ensure that all documentation is accessible to authorized DPF staff. Provide knowledge transfer sessions when updates or system changes occur.

Standard Operating Procedure (SOP) for Maintenance Activities

To ensure disciplined, transparent, and efficient maintenance of the eGP application, the selected vendor shall adhere to the comprehensive Standard Operating Procedure (SOP). This SOP must define uniform processes, quality controls, and accountability mechanisms across all operational activities, ensuring that the Department of Public Finance (DPF) receives consistent and uninterrupted service. The SOP shall encompass the following core operational domains:

The Standard Operating Procedure (SOP) will be developed and issued by the eGP Secretariat, which will serve as the authoritative body responsible for defining process standards, operational guidelines, and compliance requirements.

SOP Component	Revised Operational Guidelines
1. Incident Management	<ul style="list-style-type: none"> - All incidents must be recorded within a centralized incident or ticket management system for traceability. (In JIRA) - Events must be categorized according to predefined severity levels (Critical, Major, Minor) to prioritize response. - Response and resolution timelines must strictly adhere to SLA requirements (e.g., Critical issues addressed within 2 hours, Major within 8 hours, Minor within 24 hours). - Conduct detailed Root Cause Analysis (RCA) for repeated or high-impact incidents and document long-term corrective actions.
2. Change Management	<ul style="list-style-type: none"> - Any system change—including enhancements, patches, configuration updates, or integrations—must proceed through an approved Change Request (CR) workflow. Without any charges - Each CR shall include an impact assessment, risk evaluation, mitigation steps, and a rollback strategy. - No change may be implemented without formal authorization from DPF. - Maintain a structured change registry with unique change identifiers for audit readiness and historical tracking.
3. Backup and Recovery Management	<ul style="list-style-type: none"> - Implement scheduled full and incremental backups for databases, configurations, system files, and code repositories. - Ensure backups are stored in secure off-site, secondary, or cloud environments to guarantee data durability and disaster resilience. - Perform periodic disaster recovery (DR) tests and simulations, submitting detailed findings and improvement recommendations to DPF.
4. Security Operations & Compliance	<ul style="list-style-type: none"> - Apply security updates and vendor-released patches promptly to mitigate vulnerabilities. - Enforce strong authentication rules, access control audits, and encryption for sensitive and confidential data. - Conduct quarterly security assessments and posture reviews in collaboration with DPF’s selected party such as Independent Assure and SLCERT.
5. System Monitoring and Operational Reporting	<ul style="list-style-type: none"> - Utilize monitoring tools to continuously observe server resources, application components, logs, and database performance. - Configure automated alerts for abnormalities, threshold breaches, or system degradation indicators. - Provide comprehensive monthly reports summarizing performance metrics, incident logs, uptime statistics, and areas requiring optimization.
6. Knowledge Management and Transition Support	<ul style="list-style-type: none"> - Maintain an updated Knowledge Base (KB) containing configuration documents, troubleshooting procedures, operational playbooks, and FAQs for internal and DPF use. (in JIRA) - Conduct quarterly knowledge-sharing and skill-transfer workshops for DPF staff to strengthen institutional capacity.

SOP Component	Revised Operational Guidelines
	- Ensure complete and orderly handover of documentation, credentials, configuration files, and operational records every week in project monitoring meeting.

Governance, Quality, and Sign-Off

The maintenance and enhancement activities of the eGP application shall be governed under a structured oversight framework to ensure transparency, accountability, and adherence to government standards.

1. Deliverable Review and Approval

- The Department of Public Finance (DPF) will be responsible for reviewing, validating, and formally approving each deliverable submitted by the selected vendor throughout the maintenance phase.
- No activity, enhancement, release, or configuration change may proceed to the next stage without official written sign-off from DPF.
- The vendor must ensure that every deliverable meets the agreed-upon technical specifications, quality benchmarks, documentation requirements, and compliance guidelines prior to submission for approval.

2. Vendor Accountability for Quality

- It is the vendor’s obligation to maintain the highest standards of workmanship, accuracy, security, and technical completeness in all outputs delivered under this engagement.
- All work products including code changes, configuration updates, reports, documentation, testing outputs, and release artifacts—must be quality-checked, validated, and fully compliant with the approved processes and SOPs before requesting sign-off.

3. Strict Restrictions on Production Data Access

- Under no circumstances shall the vendor access live production data, personally identifiable information (PII), financial data, or any sensitive information contained within the operational eGP system.
- Any information required by the vendor for troubleshooting or development will be provided and controlled solely by the Department of Public Finance in accordance with approved data-handling protocols.
- All development, testing, validation, and quality assurance activities must be performed exclusively within the designated Development and Test environments.
- Production backups, live data extracts, or any form of real operational data shall not be transferred, copied, stored, or retained by the vendor in any form.
- The vendor must comply with DPF’s data security, confidentiality, and access control policies at all times, and any breach will be treated as a serious contractual violation.

3.2.4 Source Code and Material Handover Requirements

The Software Maintenance Partner (SMP) shall maintain full transparency and accountability in the management, delivery, custody, and transfer of all digital assets, technical components, and project-related materials developed or handled under this engagement on behalf of the Department of Public Finance (DPF).

The selected vendor shall not, under any circumstances, claim or assert any intellectual property rights, ownership, authorship, or control over the source code, documentation, digital assets, technical components, configurations, designs, or any other materials produced, modified, or accessed during the course of this engagement.

All such assets including but not limited to source code, databases, scripts, technical documentation, system configurations, architectural designs, operational manuals, and any derivative works shall be deemed the exclusive property of the Government of Sri Lanka. The vendor is required to formally acknowledge that all deliverables and work products created or utilized under this contract constitute government-owned assets and may not be reproduced, reused, transferred, sold, licensed, or disclosed without explicit written authorization from DPF

Non-Disclosure and Confidentiality Requirements

To uphold the confidentiality, integrity, and security of all government information processed or accessed during the engagement, the Software Maintenance Partner (SMP) and all personnel assigned to the project shall execute a legally binding Non-Disclosure Agreement (NDA) with the Department of Public Finance (DPF) prior to commencing any work.

This NDA shall govern the handling, use, protection, and disclosure of all confidential information throughout the lifecycle of the project and thereafter.

1. Purpose of the NDA

The Non-Disclosure Agreement is instituted to:

- Ensure the protection of all confidential, sensitive, financial, technical, and operational information belonging to eGP Application.
- Prevent unauthorized disclosure, distribution, reproduction, or misuse of any project-related information.
- Establish clear legal and professional obligations for all project personnel.
- Enable the Government of Sri Lanka to enforce remedies and penalties for any breach or negligent handling of confidential data.

2. Scope of Confidentiality

For the purposes of the NDA, “Confidential Information” shall include, but not be limited to:

- All source code, scripts, databases, configuration files, system architecture, and technical documentation relating to the eGP system or any other DPF-owned software.
- Operational data, financial information, audit logs, business process details, and internal workflows in the application.
- Strategic documents, policies, project plans, reports, and communications shared by DPF.
- Credentials, access controls, infrastructure details, and deployment configurations.
- Any oral, written, or digital communications expressly identified or reasonably understood to be confidential.

The confidentiality obligations shall apply throughout the contract period and shall continue indefinitely beyond the conclusion of the project.

3. Key Components of the NDA

Below is a formal outline of the mandatory components of the NDA.

3.1 Parties to the Agreement

The NDA shall be executed between:

- The Department of Public Finance (DPF); and
- The Software Maintenance Partner (SMP), including its employees, subcontractors, external consultants, and any third party engaged for project work.

3.2 Definition of Confidential Information

The NDA shall clearly define all categories of protected information, covering technical, operational, administrative, and financial data in any form (written, verbal, electronic, or otherwise).

3.3 Obligations of the Receiving Party

The SMP and its personnel shall:

- Maintain strict confidentiality at all times.
- Use confidential information exclusively for project purposes and no other objective.
- Restrict access to authorized personnel on a need-to-know basis.
- Immediately report any suspected or actual breach, unauthorized access, or data leakage.

3.4 Duration of Confidentiality

Confidentiality obligations remain effective:

- For the entire duration of the contract; and
- For a minimum period of three (3) years after project completion; or
- Longer if required by DPF or applicable law.

No confidential eGP procurement information shall be stored on personal devices or transferred without DPF's written consent.

3.6 Return or Destruction of Data

Upon project completion or contract termination:

- All confidential material must be returned to DPF or destroyed under DPF's supervision.
- The SMP shall certify in writing that no copies, backups, or derivatives have been retained.

3.7 Non-Solicitation and Non-Competition

The SMP shall not:

- Solicit or attempt to hire DPF employees or project partners;
- Use confidential information to compete or assist in competing solutions or services.

3.8 Remedies for Breach

In the event of breach or negligence, DPF reserves the right to:

- Impose financial penalties
- Terminate the contract
- Seek damages
- Pursue legal action under the governing laws of Sri Lanka

3.9 Dispute Resolution

Any dispute arising from the NDA shall be resolved through arbitration or legal proceedings as governed by Sri Lankan law and applicable regulations.

4. Execution and Compliance Procedures

4.1 Employee Acknowledgement

All employees, contractors, and consultants of the SMP must sign the NDA before participating in any project activity, including meetings or system access.

4.2 Submission Requirement

Signed NDAs must be submitted to the DPF Project Director for approval and recordkeeping prior to the project kick-off.

4.3 Resource Replacement

Should the SMP need to replace any project resource:

- DPF must be notified two (2) weeks in advance.
- Replacement personnel must sign the NDA prior to being granted system access or involvement in project tasks.

4.4 Record Maintenance

DPF shall maintain a secure repository of all executed NDAs.
The SMP shall keep internal records to ensure ongoing compliance.

4.5 Periodic Compliance Verification

The SMP must conduct quarterly internal reviews to verify:

- All active project personnel have valid, signed NDAs
- No expired, unsigned, or unauthorized personnel are handling confidential information

5. Enforcement and Legal Effect

- The NDA constitutes an integral and binding component of the contractual obligations between DPF and the SMP.
- Violation of confidentiality terms shall be treated as a serious contractual breach, subject to immediate corrective and legal action.

Weekly and Phase-Wise Submission of Source Code and Technical Materials

Submission Type	Legal Requirements
Daily/Weekly Submission	<p>The Software Maintenance Partner (SMP) shall submit the complete, updated, and fully synchronized source code repository and all related digital materials to the Department of Public Finance (DPF) on a weekly basis, and no later than the last working day of each month. This submission shall include all enhancements, bug fixes, configuration changes, database updates, and content modifications carried out during the reporting period.</p> <p>All vendor personnel are strictly prohibited from storing, retaining, or maintaining any copy of the source code, database, scripts, or technical materials on personal laptops, personal devices, or external storage.</p> <p>All development work must be performed exclusively within the DPF-controlled Bitbucket repository, and daily check-in/check-out activities shall be subject to review and audit by the DPF technical team. Any deviation from this requirement shall constitute a material breach of contract.</p>

Material Handover Requirements

Category	Deliverable Description
Source Code	All program source files, libraries, and build configurations must be delivered in soft copy format (via secure repository or media) with proper version control.
Database	Complete database backup files, schemas, stored procedures, and configurations enabling full restoration or replication of the production environment.
Design and Documentation	Technical, functional, and architectural design documents, including wireframes, flowcharts, and technical specifications.
Content and Graphics	All digital content, graphics, and templates created or customized for DSA, along with editable formats (e.g., PSD, AI, or Figma files).
CMS and Tools	All login credentials, configuration details, and administrative rights related to CMS or supporting tools integrated with the DSA system.
Hard Copies	Printed and bound copies of essential design documentation, architecture diagrams, and operational manuals to be submitted at project closeout.

Resources Structures

It is the responsibility of the selected vendor to employ experienced, skilled and professional resource personnel for the delivery of this Project. Suitable personnel for below listed positions should be employed with given general/specific experience. The updated CVs detailing academic and professional qualifications and work experience of selected personnel for positions given below should be submitted with the bid response.

Roles		General Work Experience (years)	Specific Work Experience (years)
Project Manager (Optional)	Part Time	5	2
Senior PHP Engineer in Tech Lead level (Need to have hands on experience in developing,)	Full Time (8.30 a.m. - 4.15 p.m.)	2	1
PHP Engineers	Full Time (8.30 a.m. - 4.15 p.m.)	1	1
Other resources (Vendor to provide details of other resource personnel that will be involved) Bidder need to mention the Back Up resource mechanism if one resource resign from the firm.			

Service Level Agreement (SLA) – Performance Requirements

The Software Maintenance Partner (SMP) shall adhere to the following Service Level Agreement (SLA) parameters from the conclusion of the Optimization and Delivery Phase) and throughout the contract period. These performance obligations are binding and will be monitored on a 24x7 basis to ensure uninterrupted system functionality, operational efficiency, and reliability.

3.5.1 System Availability and Uptime Requirements

The SMP must ensure high system availability for the EGP web application, its supporting infrastructure, and database servers. The uptime shall be calculated on a monthly basis, measured as a percentage of total available service time excluding approved maintenance windows.

SLA Parameter	Performance Requirement	Threshold (% Uptime)	Penalty for Non-Compliance
Total Application, Database Server and File Server Uptime	The EGP web application, website, and database services must remain fully operational and accessible to authorized users during all operational hours.	≥ 99.50%	If uptime falls below 99.50%, a penalty equivalent to 0.5% of the total contract value per month will be imposed.

Notes:

1. Planned or scheduled maintenance approved in writing by the DPF shall not be counted as SLA downtime.
2. The SMP must notify the DSA at least 48 hours in advance for any planned maintenance or downtime event.
3. Any unapproved downtime or repeated incidents will be treated as SLA violations and subject to cumulative penalties.
4. Uptime will be independently verified through system monitoring tools, audit logs, or uptime reports submitted monthly by the SMP.

3.5.2 Defect Resolution SLA

Following the completion of the Optimization and Delivery Phase, the SMP shall comply with the defect resolution SLAs specified below for the **entire contract duration**.

The SMP shall be fully responsible for tracking, diagnosing, and resolving all defects or incidents reported through the approved channels (written report, email, or DSA-approved defect tracking system).

Defect Resolution Timelines and Penalties

No.	Criticality Level	Resolution Time (Maximum Allowable)	Penalty per Incident
1	Critical / Urgent	Less than 8 hours from formal report time	Rs. 30,000.00 per incident
2	High / Medium	Less than 24 hours	Rs. 20,000.00 per incident
3	Low / Normal	Within 48 hours	Rs. 10,000.00 per incident

Key Conditions:

- The resolution time clock begins from the exact moment the defect or incident is reported to the SMP formally, either through written communication, email, or an official defect tracking platform.
- The criticality classification of each issue will be determined solely by the Department of Public Finance (DPF) based on the operational impact.
- Delayed resolution beyond the stipulated time limits will result in immediate financial penalties as indicated above.

3.5.3 Defect / Incident Categorization

Category Type	Definition	Impact Description
Urgent / Critical	A defect or incident that prevents users from performing key system functionalities, and no workaround is available.	Results in complete operational blockage (e.g., users unable to log in, access financial modules, or generate reports). Requires immediate attention and resolution within 8 hours.
High / Medium	A defect that restricts users from performing certain functions, but a temporary workaround exists to continue partial operations.	Causes moderate business impact, but operations can continue with limited functionality until a permanent fix is deployed.
Low / Normal	A defect that does not prevent users from performing core functions. May relate to cosmetic, performance, or non-critical issues.	Minimal impact on users; typically resolved during scheduled maintenance or next update cycle.

3.5.4 Monitoring, Reporting, and Escalation Process

The following process shall be used to ensure transparent and accountable SLA monitoring:

Activity	Responsibility	Frequency / Timeline
Incident Logging and Categorization	SMP to record all incidents in the defect tracking system with timestamps, severity, and description.	Immediately upon detection or notification.
SLA Compliance Tracking	SMP to monitor SLA metrics and maintain records for uptime, response time, and resolution time.	Continuous.
Monthly Performance Report	SMP to submit an SLA compliance report to DPF, including incidents, resolutions, and penalties incurred (if any).	Monthly.
SLA Review Meeting	DPF and SMP to review performance metrics, verify reported data, and agree on corrective actions if targets are missed.	Monthly or as requested by DSA.
Escalation Procedure	If a defect remains unresolved beyond SLA timelines, the issue will be escalated to the Project Director (PD) and may trigger contractual remedies.	As required.

TECHNICAL SPECIFICATIONS & COMPLIANCE WITH SPECIFICATIONS

Technical Specifications

If the bidder has stated ‘N’ in column 4 bidder must fill the information of his offer against the sub-component under column 5. If it’s not acceptable then bid is rejected. If the bidder has stated ‘Y’ in column 4, the bidder has the option of providing additional information of his offer, to establish that it conforms to the specifications given. Other than that bidder must provide information responses when and where the details requested in column 4 (Use the following exact format when submitting compliance).

(1)	(2)	(3)	(4)	(5)
Line Item No	Description of Goods	Technical Specifications and Standards		
		Procuring Entity’s Requirements	Bidder’s Offer	
		Details	Yes(Y)/ No(N)	Remarks¹
Technology & System Experience				
	Able to perform code quality review, refactoring, and optimization			

(1)	(2)	(3)	(4)	(5)
Line Item No	Description of Goods	Technical Specifications and Standards		
		Procuring Entity's Requirements	Bidder's Offer	
		Details	Yes(Y)/ No(N)	Remarks ¹
	Able to perform database performance tuning, indexing, and query optimization			
	Able to resolve performance/load/stress testing and resolve bottlenecks			
	Able to conduct security assessments and fix vulnerabilities (e.g., OWASP-style issues)			
	Accepts responsibility to ensure smooth and uninterrupted operation of the existing e-GP Shopping Method module (www.promise.lk)			
Scope of Work – Application & Infrastructure				
	Accepts responsibility to ensure smooth and uninterrupted operation of the existing e-GP Shopping Method module (www.promise.lk)			
	Will provide routine updates, security patches, performance monitoring and risk mitigation			
	Will diagnose and resolve all technical, functional, and operational issues within agreed SLAs			
	Accepts that new change requests will be implemented via given time line.			
	Will minimize downtime and maintain continuous availability for government procurement operations.			
	Able to work within existing technology stack (Apache 2.4 / PHP 7.4 / MySQL 5.6 / Linux) and recommend controlled			

(1)	(2)	(3)	(4)	(5)
Line Item No	Description of Goods	Technical Specifications and Standards		
		Procuring Entity's Requirements	Bidder's Offer	
		Details	Yes(Y)/ No(N)	Remarks ¹
	upgrades			
Assessment & Optimization Phases				
	Will carry out initial application analysis & assessment (code, architecture, performance, security, DB, documentation)			
	Will deliver optimization & delivery phase outputs (improved code, optimized DB, security hardening, QA reports, etc.)			
	Will provide training and knowledge transfer (user/admin manuals, training sessions)			
	Will submit final enhanced source code to DPF's official Git repository with proper version control			
	Will prepare a Maintenance Strategy & Execution Plan (preventive, corrective, adaptive)			
	Will provide continuous monitoring of application, infrastructure, logs, and availability			
	Will maintain a formal incident/ticket management system (e.g. JIRA)			
	Will follow Incident Management process with severity levels and RCA for high-impact incidents			
	Will implement regular backup and recovery (DB, configs, system files, repositories) and perform DR tests			
	Will conduct security operations (patching, access control,			

(1)	(2)	(3)	(4)	(5)
Line Item No	Description of Goods	Technical Specifications and Standards		
		Procuring Entity's Requirements	Bidder's Offer	
		Details	Yes(Y)/ No(N)	Remarks ¹
	encryption, periodic security reviews with DPF/independent parties)			
	Will maintain updated knowledge base and documentation and support knowledge transfer to DPF			
	Accepts minimum 99.5% monthly uptime requirement for application, DB, and file servers			
	Accepts defect resolution SLAs: Critical < 8 hours, High/Medium < 24 hours, Low/Normal ≤ 48 hours			
	Accepts financial penalties per incident: Critical – Rs. 30,000; High/Medium – Rs. 20,000; Low – Rs. 10,000			
	Accepts DPF's authority to classify incident severity			
	Accepts that all source code and materials are 100% owned by Government of Sri Lanka / DPF (no vendor IP claim)			
	Accepts weekly submission of complete updated source code and materials to DPF repositories.			
	Accepts that no source code / DB / scripts / technical materials will be stored on personal devices or external storage.			
	Agrees to develop and work only within DPF-controlled repositories (e.g. Bitbucket) with daily check-ins/check-outs.			
	Accepts Non-Disclosure Agreement (NDA) requirements for company and all project staff			
	Will ensure all staff,			

(1)	(2)	(3)	(4)	(5)
Line Item No	Description of Goods	Technical Specifications and Standards		
		Procuring Entity's Requirements	Bidder's Offer	
		Details	Yes(Y)/ No(N)	Remarks ¹
	subcontractors, and consultants sign the NDA before getting access			
	Agrees that confidentiality obligations continue after contract completion and will return/destroy data as instructed			
Resources & Team Structure				
	Will assign an Expert PHP Engineer (Tech Lead) with minimum 5 years total experience and 4–5 years similar PHP work			
	Will assign Associate PHP Engineers with minimum 2 years total experience and 1–4 years similar work			
	Will provide CVs of all key resources with academic and professional qualifications			
	Has a clear backup / replacement resource mechanism if any key resource resigns			
	Quotation covers all required work and services as per Description of Services (no partial offers)			

Name of Bidder:
[Insert complete name of Bidder]

Signature of Bidder:
[Signature of person signing the Bid]

Date:

Company Seal:

Section VIII. Contract Forms

Contract Forms: Letter of Acceptance *[letterhead paper of the Employer]*

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed..

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for providing services *[name of the Contract and identification number]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... ;

NOW THEREFORE the parties hereto hereby agree as follows:

- 2. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid
- (d) The Priced Activity Schedule
- (e) The Employer’s Requirements
- (f) 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 and on the sheet attached hereto carrying the title of that Appendix.]*

- Appendix A : Description of the Services
- Appendix B : Price Schedule
- Appendix C : Key Personnel
- Appendix D : Breakdown of Contract Price
- Appendix E : Services and Facilities Provided by the Employer
- Appendix F : Minutes of Contract Finalization Discussions
- Appendix G : Agreed Contract Amendments
- Appendix H : Agreed and Finalized Project Plan

- 3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Service Provider 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 Employer]* *[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

[Authorized Representativ

Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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

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

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

