



COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Tel.: 2686389 Fax: 2662329

TENDER FOR THE SUPPLY OF : DOCUMENT MANAGEMENT SYSTEMS
FOR COLOMBO MUNICIPAL COUNCIL.

TENDER NO. : CPD18 / 360 / 2023

TENDER OPENING DATE AND TIME : 22/ 06 / 2023 @ 10.00 am

PART I
(For office use only)

Name of the Firm:

Department Receipt No : - MT's Receipt No :

.....
Issuing Officer

Date: -.....

PART II
(To be filled by the Tenderer)

- 1. Name of the Tenderer: -**
- 2. Business Address: -**
.....
- 3. Telephone Numbers: -**
- 4. Fax Numbers: -**
- 5. Email Address: -**
- 6. VAT Registration No: -**
- 7. Tender Security No: -**
- 8. Tender Security Amount: -**

(To be filled by the Bidder)

CPD/18/360/2023



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Invitation of Tenders

DOCUMENT MANAGEMENT SYSTEMS FOR COLOMBO MUNICIPAL COUNCIL.

CPD 18-360-2023

List of Tender/Bid Documents

- Section I- Instruction to tenderers (ITT)/ Instruction to bidders
- Section II. Tender data Sheet (TDS) / Bid data Sheet
- Section III. Evaluation Criteria
- Section IV. Tender/Bid Forms
 - Tender/Bid Submission Form
 - Price Schedule
 - Tender/Bid Security (Guarantee)
- Section V. Schedule of Requirements
 - List of Goods and Delivery Schedule
 - Technical Specification
 - Inspections and Tests
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms
 - Contract Agreement
 - Performance Security

Section I Instructions to Tenderers

Section I. Instructions to Tenderers (ITT)/ Instructions to Bidders

ITT shall be read in Conjunction with the Section , Tender Data Sheet (TDS)/Bid Data Sheet, Which shall take precedence over ITT

General

1. Scope of Tender/Bid

1.1 The Purchaser indicated in the Tender/Bid Data Sheet (TDS)/, issues these Tender/Bid Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirement. The name and identification number of this Tender/Bid are **Specified in the TDS**. The name, Identification, and number of lots (Individual contracts), if any, are **provided in the TDS**.

1.2 Throughout these Tender/Bid Documents :

- a) the term “in writing “ means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “day” means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the TDS**.

3. Ethics, Fraud and Corruption

- 3.1** The attention of the tenderers/Bidders is drawn to the following guidelines
- Parties associated with Tender/Bid Actions, namely, suppliers contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Tender Action. No gifts or inducement shall be accepted. Suppliers / Contractors are liable to be disqualified from the Tender/Bid process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the if an official.

Section I Instructions to Tenderers/Bidders

3.2 The purchaser requires the tenderers/Bidders, Suppliers, Contractors, and consultants to observe the highest standard of ethics during the the purchasing and execution of such contracts. In pursuit if this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Tender/bid process or in contract execution;
- b) “Fraudulent practice” means a misrepresentation or omission of facts in order to Tender/Bid influence a Tender/Bid process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITT Clause 3.2, the Purchaser will reject a Tender/bid, if it is found that a tenderer/Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible tenderers/Bidders

4.1 All tenderers/bidders shall possess legal right to supply the Goods under this contract.

4.2 A tenderer/bidder shall not have a conflict of interest. All tenderers/bidders found to have conflict of interest shall be disqualified. tenderers/bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they

- a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Tender/Bid of the goods to be purchased under these Tender Documents ; or

Section I Instructions to tenderers

- b) Submit more than one tender/bid in this tendering/bidding process.

However, does not limit the participation of subcontractors in more than one Tender/bid.

- 4.3** The tenderers/bidders that is under a declaration of ineligibility by the Colombo Municipal Council (CMC), at the date of submission of tenders/bidders or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of CMC.

- 4.4** Foreign tenderer/bidder may submit a tender/bidder only if so stated in **the TDS**.

5. Eligible Goods and Related Services

- 5.1** All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

Contents of Tender/Bid Documents

6. Sections of Tender/Bid Documents

- 6.1** The tender/Bid Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITT Clause 8.

Volume 1

- Section I. Instructions to tenderers (ITT)/Instructions to Bidders
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Tender Data Sheet (TDS)/ Bid Data Sheet
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender/Bid Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Tender/Bid

Section I Instructions to tenderers/ bidders

- 6.2 The tenderer/Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender/Bid Documents. Failure to furnish all information or documentation required by the Tender/Bid Documents may result in the rejection of the Tender/Bid.

7 . Clarification of Tender Document

7.1 A prospective tenderer requiring any clarification of the Tender/Bid Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the TDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of Tenders/bids. The Purchaser shall forward copies of its response to all those who have purchased the Tender/Bid Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender/Bid Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 8.

8 . Amendment of Tender/Bid Document

8.1 At any time prior to the deadline for submission of tenders/Bidders, the Purchaser

8.2 Any addendum issued shall be part of the Tender/Bid Documents and shall be communicated in writing to all who have purchased the Tender/Bid Documents.

8.3 To give prospective tenderers/Bidders reasonable time in which to take an addendum into account in preparing their tenders/Bidders, the Purchaser may, at its discretion, extend the deadline for the submission of tenders, pursuant to ITT Sub-Clause 23.2

Preparation of Tenders/Bids

9 . Cost of Tender/Bids

9.1 The tenderer shall bear all costs associated with the preparation and submission of its tender/bids, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10 . Language of Tender/Bids

10.1 The Tender/Bid, as well as all correspondence and documents relating to the Tender/Bid (including supporting documents and printed literature) exchanged by the Tenderer/Bidder and the Purchaser, shall be written in English language.

Section I Instructions to tenderers

11 . Documents Comprising the Tender/Bid

11.1 The Tender/Bid shall comprise the following:

- a)** Tender/Bid Submission Form and the applicable Price Schedules,
in accordance with **ITT Clauses 12, 14, and 15;**
- b)** Bid Bond/Security, in accordance with ITT Clause 20;
- c)** Documentary evidence in accordance with ITT Clauses 18 and 29, that the Goods and Related Services conform to the Tender/Bid Documents;
- d)** Documentary evidence in accordance with ITT Clause 18 establishing the tenderer's/bidder's qualifications to perform the contract if its tender/bid is accepted; and
- e)** Any other document required in the TDS.

12 . Tender/Bid Submission Form and Price Schedules

12.1 Any other document required in the TDS. form furnished in Section IV, Tender/Bid Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13 . Alternative Tenders/Bids

13.1 Alternative tenders/Bids shall not be considered.

14 . Tender/Bid Price and Discounts

14.1 The tenderer/Bidder shall indicate on the price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a tenderer/bidder wishes to offer discount as a lot the tenderers/Bidders may do so by indicating such amounts appropriately.

14.3 If so indicated in ITT Sub-Clause 1.1, tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers/Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify

the applicable price reduction separately.

Section I Instructions to tenderers

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) on the previously imported goods of foreign origin

(ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) The price of other incidental services

14.5 The Prices quoted by the tenderer shall be fixed during the tenderer's/bidder's performance of the Contract and not subject to variation on any account. A tender/bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. pursuant to ITT Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15 . Currencies of Tender/bid

15.1 Unless otherwise stated in Tender/bid Data Sheet, the tenderer/bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16 . Documents Establishing the Eligibility of the Tenderer/Bidders

16.1 To establish their eligibility in accordance with ITT Clause 4, tenderer shall complete the Tender/Bid Submission Form, included in Section IV, Tender/ Bidding Forms.

17 . Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Tender/Bid Documents, the tenderer/Bidder shall furnish as part of its tender the

documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

Section I Instructions to tenderers

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The tenderer/bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the TDS** following commencement of the use of the goods by the Purchaser.

18 . Documents Establishing the Qualifications of the Tenderers

18.1 The documentary evidence of the tenderer's/bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) A Tenderer/Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tender/bid Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b) that, if required in the TDS, in case of a tenderer/bidder not doing business within Sri Lanka, the tenderer/Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the tenderer/bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19 . Period of Validity of Tenders/Bids

19.1 Tenders/Bids shall remain valid until the date specified in the TDS. A tender valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the tender/bid validity date, the Purchaser may request tenderers to extend the period of validity of their tenders/bids. The request and the responses shall be made in writing. If a Tender

Security is requested in accordance with ITT Clause 20, it shall also be extended corresponding period. A tenderer/bidder may refuse the request without forfeiting its Tender/bid Security. A tenderer/bidder granting the request shall not be required or permitted to modify its tender/bid.

Section I Instructions to tenderers/bidders

20. Bid Bond/ Security

20.1 The Tenderers/Bidders shall furnish as part of its Tender a Bid Bond/ Security, as specified in the TDS.

20.2 The Bid Bond/ Security shall be in the amount specified in the TDS and denominated in Sri Lanka Rupees, and shall:

- (a) at the Tenderer's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by a institution acceptable to Purchaser.
- (c) be substantially in accordance with the form included in Section IV, Tender Forms;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITT Clause e conditions listed in ITT Clause
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the TDS

20.3 Any Tender/Bid not accompanied by a substantially responsive Bid Bond/ Security in accordance with ITT Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Bond/ Security of unsuccessful tenderers/bidders shall be returned as promptly as possible upon the successful tenderer's/bidder's furnishing of the Performance Security pursuant to ITT Clause 43.

20.5 The Bid Bond/ Security may be forfeited:

- (a) if a tenderer/bidder withdraws its tender/bid during the period of bid validity specified by the tenderer/bidder on the Tender/bid Submission Form except
As provided in ITT Sub-Clause 19.2; or

- (b) if a tenderer/bidder does not agreeing to correction of arithmetical errors in pursuant to ITT Sub-Clause 30.3

Section I Instructions to tenderers/bidders

- (c) if the successful tenderer/bidder fails to:
 - i) sign the Contract in accordance with ITT Clause 42;
 - ii) Furnish a Performance Security in accordance with ITT Clause 43.

21 Format and Signing of Tender/Bid

21.1 The tenderer/bidder shall prepare one original of the documents comprising the Tender/bid as described in ITT Clause 11 and clearly mark it as "ORIGINAL." In addition, the tenderer/bidder shall submit a copy of the tender and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the tenderer/bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender/Bid.

Submission and Opening of Tenders/Bids

22. Submission, Sealing and Marking of Tenders /Bids

22.1 Bidders may always submit their Tenders/Bids by mail or by hand.

(a) Tenderers/Bidders submitting tenders by mail or by hand, shall enclose the original and the copy of the Tender/bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser in accordance with ITT
- (b) bear the specific identification of this tendering/bidding process as indicated in the TDS; and
- (c) bear a warning not to open before the time and date for tender opening, in accordance with ITT Sub-Clause 26.1
- (d) **Tenderer's/Bidder's name and Address should not be written on each envelop. That any**

words / Mark or other reference on the cover envelop, Identifying the name of Tenderer with change the tender to be invalid.

Section I Instructions to tenderer/bidder

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

23 . Deadline for Submission of Tenders/Bids

23.1 Tenders/Bids must be received by the Purchaser at the address and no later than the date and time **specified in the TDS**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 . Late Tenders/Bids

24.1 The Purchaser shall not consider any tender that arrives after the deadline for submission of tenders, in accordance with ITT Clause 23. Any tender/bid received by the Purchaser after the deadline for submission of tenders/bids shall be declared late, deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderers.

25 . Withdrawal, and Modification of Tenders/Bids

25.1 A tenderer/bidder may withdraw, or modify its tender/bid after it has been submitted by sending a written notice in accordance with ITT Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITT Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 23.

25.2 Tenders/Bids requested to be withdrawn in accordance with ITT Sub-Clause 25.1 shall be returned to the tenderers/bidders only upon notification of contract award to the successful tenderer in accordance with sub clause 41.1

25.3 No Tender/Bids may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer/bidder on the Tender/Bid Submission Form or any extension thereof.

Section I Instructions to tenderers/bidders

26 Tender/Bid Opening

26.1 The Purchaser shall conduct the tender/bid opening in public at the address, date and time **specified in the TDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No tender/bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender/Bid. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender/Bid opening. Only envelopes that are opened and read out at tender/bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the tenderer and whether there is a modification; the Tender/Bid Prices, including any discounts and alternative offers; the presence of a Tender/Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Tender/Bid opening shall be considered for evaluation. No Tender/Bid shall be rejected at Tender/Bid opening except for late tenders/bids, in accordance with ITT Sub Clause 24.1.

26.4 The Purchaser shall prepare a record of the tender/bid opening that shall include, as a minimum: the name of the tenderer/bidder and whether there is a withdrawal, or modification; the Tender/Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Tender/Bid Security or Tender/Bid-Securing Declaration. The tenders/Bids that were opened shall be resealed in separate envelopes, promptly after the tender/bid opening. The tenderer's/bid's representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all tenderers/bidders who submitted tenders in time.

Evaluation and Comparison of Tenders/Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of Tenders/Bids, and recommendation of contract award, shall not be disclosed to Tenderer/Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Tenderer/Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Tenders/Bids or contract award decisions may result in the rejection of its Tender/Bid.

Section I Instructions to tenderers

27.3 Notwithstanding ITT Sub-Clause 27.2, if any tenderer/bidder wishes to contact the Purchaser on any matter related to the tendering/ bidding process, from the time of tender opening to the time of Contract Award, it should do so in writing.

28. Clarification of Tenders/Bids

28.1 To assist in the examination, evaluation, comparison and post qualification of the tenders/bids, the Purchaser may, at its discretion, request any tenderer/bidder for a clarification of its tender. Any clarification submitted by a tenderer/bidder in respect to its tender and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the be in writing. No change in the prices or substance of the tender/bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with Evaluation of the tenders, in accordance with ITT Clause 30.

29. Responsiveness of Tenders/Bids

29.1 The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender/bid it self.

29.2 A substantially responsive tender/bid is one that conforms to all the terms, conditions, and specifications of the Tender/bid Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affect in any substantial way the scope , quality ,or performance of the Goods and Related Services specified in the Contract ;or

(b) limits in any substantial way, inconsistent with the Tender/Bid Documents, the Purchaser's rights or the tenderer's obligations under the Contract ;or

(c) if rectified would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

29.3 If a tender is not substantially responsive to the Tender/bid Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the tenderer/bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a tender is substantially responsive, the Purchaser may waive any non-conformities or omissions in the tender/bid that do not constitute a material deviation.

Section I Instructions to tenderers/bidders

30.2 Provided that a tender/bid is substantially responsive, the Purchaser may request that the tenderer/bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the tender/bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the tenderer/bidder to comply with the request may result in the rejection of its Tender.

30.3 Provided that the tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the tenderer/bidder that submitted the lowest evaluated tender/bid does not accept the correction of errors, its tender shall be disqualified and its tender/bid Security shall be forfeited .

31. Preliminary Examination of Tenders/Bids

31.1 The Purchaser shall examine the tenders/bids to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the tender. If any of these documents or information is missing, the tender/bid shall be rejected.

- (a) Tender Submission Form, in accordance with ITT Sub-Clause 12.1;

Section I Instructions to tenderers/bidders

- (b) Price Schedules, in accordance with ITT Sub-Clause 12;

- (c) Bid Bond/Security, in accordance with ITT Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the tender/bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Tenderer/Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the tender/bid submitted in accordance with ITT Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Tender/Bid Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the tender/bid is not substantially responsive in accordance with ITT Clause 29, the Purchaser shall reject the Tender/Bid.

33. Conversion to Single Currency

33.1 If the tenderers/bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all tender/bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of tenders/bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic Preference shall be a factor in Tender/bid evaluation only if stated in the BDS. If domestic Preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Examination/Evaluation of Tenders/bids

35.1 The Purchaser shall Examine/evaluate each tender/bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To Examine/ evaluate a Tender/bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITT Clause 35.

Section I Instructions to tenderers/bidders

35.3 To evaluate a Tender/Bid, the Purchaser shall consider the following:

- (a) The Tender/Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 30.3;
- (c) Price adjustment due to discounts offered in accordance with ITT/ITB Sub-Clause 14.2; and 14.3
- (d) Adjustments due to the application of the evaluation criteria specified in the BDS/TDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) Adjustments due to the application of a domestic preference, in accordance with ITT/ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a tender/bid may require the consideration of other factors, in addition to the factors stated in ITT Sub-Clause 35.3, if specified in TDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders.

35.5 If so specified in the TDS, these Tender/Bid Documents shall allow tenderers/bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one tenderer/bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders/Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated tender/bid, in accordance with ITT Clause 35.

37. Post qualification of the Tenderer/Bidder

37.1 The Purchaser shall determine to its satisfaction whether the tenderer/bidder that is selected as having submitted the lowest evaluated and substantially

responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer/bidder, pursuant to ITT/ITB Clause 18.

Section I Instructions to tenderers/bidders

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

38. Purchaser's Right to Accept Any Tender/Bid, and to reject any or All Tenders

38.1 The Purchaser reserves the right to accept or reject any tender/bid, and to annul the tendering/bidding process and reject all tenders/bids at any time prior to contract award, without thereby incurring any liability to tenderers/bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the tenderer/bidder whose offer has been determined to be the lowest evaluated tender/bid and is substantially responsive to the Tender/Bid Documents, provided further that the tenderer/bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the tender and the Tender/Bid Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of tender/bid validity, the Purchaser shall notify the successful tenderer, in writing, that its tender has been accepted.

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

41.3 Upon the successful tenderer's/bidder's furnishing of the signed Contract Form and performance security pursuant to ITT Clause 43, the Purchaser will

promptly notify each unsuccessful tenderer/bidder and will discharge its tender security, pursuant to ITT Clause 20.4.

Section I Instructions to Tenderers/Bidders

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful tenderer to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful tenderer/bidder shall submit acceptance letter.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful tenderer/bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning tenderer/bidder to each unsuccessful tenderer/bidder and discharge the Tender/bid Securities of the unsuccessful tenderers/bidders pursuant to ITT Sub-Clause 20.4.

43.2 Failure of the successful tenderer/bidder to submit the above mentioned performance security or submit the Contract shall constitute grounds for the annulment of the award and forfeiture of the Tender or execution of the Bid Bond/Security. In that event the Purchaser may award the Contract to the next lowest evaluated tenderer/bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Tender Data Sheet (TDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT Clauses.]

ITB Clause Reference	A. General
ITT 1.1	The Purchaser is ¹ : Colombo Municipal Council
ITT 1.1	The name of the tender is of Supplying : Document Management Systems For Colombo Municipal Council. CPD-18-360-2023
ITT 2.1	The source of funding is ² : CMC Funds
	B. Contents of Tender Documents
ITT 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention ³ : Chief Accountant (Procurement) Address ⁴ : Central Procurement Department Colombo Municipal Council Telephone: 2686389 / 2686369 Facsimile number: 2662329 Electronic mail address: caccproc@colombo.mc.gov.lk
ITT 11.1 (e)	The Bidder shall submit the following additional documents: [insert list of documents, if any] 1. Full details of tenderer's business / company registration with the memorandum & articles of the company. 2. Details of performance evidence for past Five years.(Awarding letters, purchase orders & performance letters etc.) 3. Financial Stability: (Eg. Financial Statements for recent past 03 years) 4. Copy of VAT Registration letter. 5. Tenderers whose tenders are over Rs.5.0 million should submit PCA 3 after registration with the public contract Registrar.
ITT 17.3 ¹¹	Period of time the Goods are expected to be functioning (for the purpose of the spare parts)
ITT 18.1(b)	After sales service is " required"
	C. Preparation of Tenders
ITT 19.1 ⁵	The tender price shall be valid until 120 days from the date of bid opening & tenderer can't change the tender prices within the agreement period.

¹ insert **complete** legal name of the Procuring Entity

² insert the source of funding such as GOSL, World Bank, Asian Development Bank etc

³ insert name and designation of the Officer responsible for clarifications e.g. Head of the Procurement Division if any]

⁴ insert floor and room number, if applicable

⁵ insert day, month, and year, i.e. 16 September, 2006

ITT 20.1	<p>Tender shall include a Bid Bond/Security (issued by bank) included in Section IV tender Forms;</p> <p>Bid Bond/Security obtained in favor of the Municipal Commissioner to the value of Rs. 500,000.00 (Rupees Five Hundred Thousand) valid for 150 days (One Hundred Fifty days) from the closing date of bids should be provided along with the tender. Tender Guarantee should be obtained only from a recognized Bank accepted by the Central Bank of Sri Lanka under Banking Act No: 30 of 1988.</p>
ITT 20.2 ⁶	<p>The amount of the Bid Bond/Security shall be⁷:</p> <p>Rs:500,000.00</p> <p>The validity period of the Bid Bond/ security shall be until⁸ :</p> <p>18-11-2023</p> <p>(150 Days, from the opening of bids)</p>
	D. Submission and Opening of Tenders
ITT 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks⁹: Tender for</p> <p>Procurement of Document Management Systems For Colombo Municipal Council.</p> <p>CPD-18-360-2023</p> <p>TENDERS should be forwarded in Original with Duplicate. Both copies of the tender shall be signed and sealed by the Tenderer and enclose in separate envelopes and Seal, each shall be marked “ORIGINAL” & “DUPLICATE” and the Name of the Tendered , Item and Closing Date: and Address to the “Municipal Commissioner” Colombo Municipal Council, Town Hall, Colombo 07.</p> <p>Thereafter Both ORIGINAL and DUPLICATE should be enclosed to one envelop and Sealed AND mark the Name of tendering item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07.</p>

⁶ Delete if BDS ITB 20.1 (b) is selected

⁷ [insert amount

⁸ insert day, month, and year, i.e. 13 October, 2006

⁹ insert the name and/or number that must appear on the tender envelope to identify this specific tendering process

	<p>The duly perfected tenders Should be deposited in the Tender Box kept in the Municipal Secretary's Department, Town Hall, Colombo 07, before closing as per time and date, published in the press Notice.</p> <p>TENDERERS or their authorized representatives are allowed to be present at the time of opening of the tenders.</p>
ITT 23.1	<p>For tender submission purposes, the Purchaser's address is: Attention¹⁰ : Municipal Commissioner Address¹¹: Colombo Municipal Council , Town hall ,Colombo 07</p> <p>The deadline for the submission of tenders is :</p> <p>Date: 22-06-2023</p> <p>Time¹²: 10.00 a.m.</p>
ITT 26.1	<p>The tender opening shall take place at: Colombo Municipal Council</p> <p>Address: Municipal Secretary's Department, Colombo Municipal Council, Town hall, Colombo 07</p> <p>Date: 22-06-2023</p> <p>Time: 10.00 a.m</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference <i>[Insert "shall not"]</i> be a bid/Tender evaluation factor.
ITT 35.4¹³	<p>The following factors and methodology will be used for evaluation: (list the factors and methodology)</p> <p>I) <i>Completeness of Tenderer's tender submission from with Authorized signature (ITT 12.1)</i></p> <p>II) <i>Bid Bond/ security shall be describe in the TDS</i></p> <p>III) <i>Comply to the all the terms, conditions & specifications of</i></p>

¹⁰ insert full name and the designation of the officer in charge

¹¹ insert floor and room number, if applicable] [important to avoid delays or misplacement of tenders

¹² insert time, and identify if a.m. or p.m., i.e. 10:30 a.m

¹³ Insert only if required

	<p><i>the tender document.</i></p> <p>IV) <i>Comply with key provisions of the specifications & Conditions</i></p> <ul style="list-style-type: none">• <i>comply with delivery period.(Delivery Shall be according to the delivery schedule)</i> <p>V) <i>Price schedule shall be according to the section IV of Tender forms.</i></p> <p>VI) <i>Check samples / test reports to comply according to the specifications & expected quality.</i></p> <p>VII) <i>Quality of the product / material.</i></p> <p>VIII) <i>Price Comparison.</i></p> <p>IX) <i>PCA (3) Registration with public contract register.</i></p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section III. Evaluation and Qualification Criteria

Qualifications

Step 01

1. The Tenderer eligible
 - 1.1 The Tenderer shall be registered as a company Partnership or Individual business under relevant authorities in Sri Lanka to supply of (Yes / No)
2. Duly filled Tender Submission form & tender documents (Yes / No)
3. Tender Submission form and all relevant tender documents duly filled and is signed properly by and authorized party, including the power of attorney if stipulated and generally in order. (Yes / No)
4. Bid Bond/Security submitted is in a acceptable format for required amount and duration (As per describe in tender data sheet) (Yes / No)
5. Submission of PCA (3) registration certificate (Yes / No)

If Qualified

Step 02

6. Tender is containing all required critical documents including Supporting evidence of Tenderer is eligibility and qualified..... (Yes / No)
 - 6.1 Price schedule shall be according to the section IV of Tender Forms..... (Yes / No)
 - 6.2 Comply to the all the terms, conditions & specifications of the tender Document. (Yes / No)
 - 6.3 Comply with key provisions of the specifications & Conditions
 - comply with delivery period.(Delivery Shall be within one month from the date of issuing purchase order) (Yes / No)
 - Tenderer's shall supply in time to the Colombo Municipal Council the “ **Document management Systems For Colombo Municipal Council** ” specified in TDS as per the delivery Schedule (Yes / No)
 - 5.4 Check samples / test reports to comply according to the specification (Yes / No)

5.5 Quality of the product. (Yes / No)

5.6 Comply to specifications (Yes / No)

Step 03

If Qualified

6 Price Comparison (Yes / No)

Section IV. Tender Forms

Table of Forms

Tender Submission Form.....

Price Schedule:

Bid Bond/Security (Guarantee)

Bid Submission Form

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

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

No.: **CPD-18-360-2023**

To: Municipal Commissioner, Colombo Municipal Council.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Tender Documents, including Addenda No.:
[insert the number and issuing date of each Addenda];
.....
.....
- b) We offer to supply in conformity with the Tender Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods
- c) The total prices of the tender for **Document management Systems For Colombo Municipal Council.**” without VAT, including any discounts offered is mentioned in the price schedule. (Page 30) **Rs...../-**
- d) If the tender will be offered I/We accepted to supply of **“Document management Systems For Colombo Municipal Council”** under required quantity under mention in purchase order will be given by Colombo Municipal Council.
- e) Our tender shall be with ITT Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period; **120 days** (including bid submission & agreement period) from submission of Tender :-
..... **(Accepted/ Not Accepted)**
- f) If our tender is accepted, we commit to obtain a performance security in accordance with ITT Clause 43 and CC Clause 17 for the due performance of the Contract:-
..... **(Accepted/ Not Accepted)**
- g) We have no conflict of interest in accordance with ITT Sub-Clause 4.3;
..... **(Accepted/ Not Accepted)**
- h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- i) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- j) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- k) We understand that Colombo Municipal Council reserves the right to accept or reject any tender or part thereof without giving any reason whatsoever:

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

.....
In the capacity of *[insert legal capacity of person signing the Tender Submission Form]*

.....
Name: *[insert complete name of person signing the Tender Submission Form]*

.....
Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

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

Colombo Municipal Council**PRICE SCHEDULE- DOCUMENT MANAGEMENT SYSTEMS FOR
COLOMBO MUNICIPAL COUNCIL****No. CPD18/360/2023**

Item No.	Description	Qty	UOM	Brand/ Make/country of manufacture	Unit Price Rs.(without vat)	Total Price Rs.(without vat)	15% VAT	Total Price (With Vat)
1.	Procurement of Document management Systems For Colombo Municipal Council	01	No					

Note: Tenderer/Bidder should be dully filled, signed and forwarded this price schedule with the tender. Otherwise tender/bid will be rejected without giving any reason whatsoever.

Bidder shall quoted in “USD” also at the time of evaluating and invoicing. CBSL USD selling rates will be considered as the “USD” to “LKR “ conversion rate.

I/We agree and bind myself/ourselves that the price (rate) given in this tender/bid is valid for acceptance for a period of 120 days from the date of closing of tender and the quoted price (rate) will firm and not subject to adjustment, not can it be withdrawn after closing of the tender/bid and to supply, delivery and pile the materials at the CMC stores at the rate quoted by me/us and according to the specification given, on receipt of an official order issued by the Chief Accountant (Procurement) of the CMC.

Company VAT Reg. No.:.....

.....

Signature & Seal of the Firm
Date

NAME IN BLOCK CAPITALS:-.....

ADDRESS :-.....
.....

WITNESSES

Signature:

Name in Block Capitals:

Address:

Date:

Signature:

Name in Block Capitals:

Address:

Date:

Bid Bond/Tender Security

[Note: the purchaser is required to fill the information marked as “*” and delete this note prior to selling of the tender document]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
----- [insert issuing agency’s name, and address of issuing branch or office] -----

***Beneficiary:** Municipal Commissioner, Colombo Municipal Council.

Date: ----- [insert (by issuing agency) date]

TENDER/BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Tenderer; if a joint venture, list complete legal names of partners] (hereinafter called "the Tenderer/Bidder ") has submitted to you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Tender/Bid") for the supply of [insert name of Supplier] under Invitation for Tenders/Bids No. ----- [insert IFT number] ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders/Bids must be supported by a Tender/Bid Guarantee.

At the request of the Tenderer/Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer/Bidder is in breach of its obligation(s) under the tender conditions, because the Tenderer/Bidder:

- (a) has withdrawn its Tender/Bid during the period of tender validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers/Bidders (hereinafter “the ITT/ITB”); or
- (c) having been notified of the acceptance of its Tender/Bid by the Purchaser during the period of tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITT/ITB.

This Guarantee shall expire: (a) if the Tenderer/Bidder is the successful Tenderer/Bidder, upon our receipt of copies of the Contract signed by the Tenderer/Bidder and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer/Bidder is not the successful Tenderer/Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer/Bidder that the Tenderer/Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date)

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

[signature(s) of authorized representative(s)]

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2 . Technical Specifications
3. Inspections and Tests

Section VI. Schedule of Requirements

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the Tenderer]

Line Item N°	Description of Goods	Quantity	unit	Delivery Location	Delivery Date ¹		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder] After issuing PO
01	Document management Systems For Colombo Municipal Council	01	No	Colombo Municipal Council, Main Stores, No.175, Suduwella, Darley Road, Colombo 10.	Within days after issuing Purchase order.	Within days after issuing Purchase order.	Withindays after issuing Purchase order.

¹ applicable only if delivery is considered for evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required ²
Refer ITB 17.3 and list accordingly

System Requirements and Basic Specifications for Document Management System for Colombo Municipal Council

Colombo Municipal Council (CMC) is the largest Municipal Council of Sri Lanka which is providing services to over 500,000 citizens and 600,000 visitors who visit Colombo daily, totally over one million people through 16 separate municipal departments and number of divisions under those departments. CMC manages thousands of documents which are receiving and sending daily in the forms of electronic and manually prepared as well.

Also, the management of CMC has decided to use information communication technology without the use of paper whenever possible to exchange messages, notifications, information distribution, request receipts, approvals or rejections required in office work. Therefore, the ability to perform Workflow Management in general office work is also required.

In addition to that, as a result of manual document preparation since the establishment of the CMC there are lot of paper documents have pile up at the premises of the CMC. Some of them cannot be destroyed and need to keep securely because of the legal implications related to them. Especially there are lot of documents those belong to the Municipal Assessor's Department, the City Planning Division and Drainage and Water Supply Division of Municipal Engineer's Department. In addition to that most of other Departments such as Municipal Secretary's Department also have some valuable documents such as personal files which need to be kept securely. Therefore, it is an inescapable responsibility of CMC to protect them.

Based on those circumstances CMC decided to implement an Electronic Document Management System (EDMS) for the functions of document management, workflow management, and backlog conversion. The process of implementation should be consisted with following three elements.

1. Acquisition of an Electronic Document Management System (EDMS).
2. Implement for the management of live documents (Workflow Management).
3. Conversion of old documents to electronic form by the EDMS.

The EDMS should be centrally implemented in the CMC and all the Departments and subunits of them should be facilitated to use it. The conversion of old documents to electronic form is planned to be outsourced.

Accordingly, the system requirements and basic specification requirements for EDMS are given below.

Features of the EDMS.

1.	<u>Document Management</u>	42
1.1.	<u>Features of document capturing</u>	42
1.1.1.	<u>Scanning</u>	42
1.1.2.	<u>Importing</u>	45
1.1.2.1.	<u>Import Profiles</u>	45
1.1.2.2.	<u>Hot Folders</u>	45
1.1.2.3.	<u>MFP support</u>	45
1.1.2.4.	<u>Auto Indexing support</u>	45
1.1.2.5.	<u>Direct Imports</u>	45
1.1.2.6.	<u>API based Push. - External application integration for electronically generated documents</u>	45
1.1.2.7.	<u>Email Parsing from specific email address</u>	46
1.1.3.	<u>Other General Features</u>	46
1.1.3.1.	<u>Paper sizes</u>	46
1.1.3.2.	<u>Special documents</u>	46
1.1.3.3.	<u>Signature capture</u>	46
1.1.3.4.	<u>Notifications</u>	46
1.1.3.5.	<u>Support</u>	46
1.1.3.6.	<u>Training</u>	46
1.1.3.7.	<u>Forms processing</u>	47
1.2.	<u>Features of document indexing</u>	47
1.2.1.	<u>Indexing from the Images Manual entry</u>	47
1.2.2.	<u>Automatic Indexing- Forms based indexing, OCR., Rubber band OCR</u> 47	
1.2.3.	<u>Full Text Indexing</u>	47
1.2.4.	<u>Batch indexing via CSV</u>	47
1.2.5.	<u>Tags, Comments, Flags, Bookmarks</u>	47
1.3.	<u>Features of searching</u>	47
1.3.1.	<u>Basic Search, by Indexes, in a single Library</u>	47
1.3.2.	<u>Basic Search, by Keyword across Libraries</u>	48
1.3.3.	<u>Advance Search based on Fields's content.</u>	48
1.3.4.	<u>Tag Cloud based search</u>	48
1.3.5.	<u>Tag Cloud intelligence</u>	48

1.3.6.	<u>Full text search</u>	48
1.3.7.	<u>API based external search</u>	48
1.3.8.	<u>Webhooks</u>	48
1.3.9.	<u>Save search queries</u>	49
1.4.	<u>Features of document viewer</u>	49
1.4.1.	<u>Thumbnails / multiple pages</u>	49
1.4.2.	<u>Fit width / fit height /rotate etc.</u>	49
1.4.3.	<u>Annotation</u>	49
1.4.4.	<u>Bookmarks</u>	49
1.4.5.	<u>Commenting / tagging</u>	49
1.4.6.	<u>Reindexing</u>	49
1.4.7.	<u>Sharing</u>	49
1.4.8.	<u>Downloading</u>	50
1.4.9.	<u>Printing</u>	50
1.4.10.	<u>Initiating workflows</u>	50
1.4.11.	<u>Signing</u>	50
1.4.12.	<u>Reclassifying</u>	50
1.4.13.	<u>Replace / Edit</u>	50
1.4.14.	<u>Watermarking</u>	50
1.4.15.	<u>User Tagging</u>	50
1.5.	<u>Storage Features</u>	51
1.5.1.	<u>Multiple Storage locations</u>	51
1.5.2.	<u>Dynamic foldering</u>	51
1.5.3.	<u>Dynamic File Naming</u>	51
1.5.4.	<u>File Encryption</u>	51
1.5.5.	<u>File Compression</u>	51
1.5.6.	<u>Caching</u>	51
1.5.7.	<u>Retention schedules</u>	51
1.5.8.	<u>Storage Profiles</u>	52
1.6.	<u>Security Features</u>	52
1.6.1.	<u>User Group Permission</u>	52
1.6.2.	<u>User role types</u>	52
1.6.3.	<u>Granular user permission</u>	52

1.6.4.	<u>Inherited Document permission</u>	52
1.6.5.	<u>Multiuser authorization</u>	52
1.6.6.	<u>Encryption key management</u>	53
1.6.7.	<u>Dynamic masking</u>	53
1.6.8.	<u>Watermarks</u>	53
1.6.9.	<u>Document Verification</u>	53
1.6.10.	<u>Encryption</u>	53
1.6.11.	<u>Password Policy</u>	53
1.7.	<u>Extensibility Features</u>	54
1.7.1.	<u>API</u>	54
1.7.2.	<u>Webhooks</u>	54
1.7.3.	<u>Developer Portal</u>	54
1.7.4.	<u>Soft integrations</u>	54
1.7.5.	<u>External systems</u>	54
1.8.	<u>User Management Features</u>	54
1.8.1.	<u>Active Directory Integration</u>	54
1.8.2.	<u>Independent directory</u>	55
1.8.3.	<u>Authentication</u>	55
1.8.4.	<u>User Groups</u>	55
1.8.5.	<u>User TYPES</u>	55
1.9.	<u>Admin Features</u>	55
1.9.1.	<u>Repository Creation</u>	55
1.9.2.	<u>Setting up of Indexes</u>	55
1.9.3.	<u>Data Look up configurations</u>	55
1.9.4.	<u>User Group/Users/Group and User Scopes permissions</u>	55
1.9.5.	<u>Document Profiles</u>	56
1.9.6.	<u>Capture Profiles</u>	56
1.9.7.	<u>Notification Rules</u>	56
1.9.8.	<u>Storage Settings</u>	56
1.9.9.	<u>Organization Logo</u>	56
1.9.10.	<u>Organization Structure</u>	56
1.10.	<u>Standards</u>	56
2.	<u>Workflow Management</u>	56

<u>2.1. Process Designer features</u>	56
<u>2.1.1. Business Process Model and Notation (BPMN) Drag and Drop Designer</u>	56
<u>2.1.2. Open API based</u>	57
<u>2.1.3. System/User/Application Context based path selection</u>	57
<u>2.1.4. Mail parsing</u>	57
<u>2.1.5. Mail Merge</u>	57
<u>2.1.6. SMS</u>	57
<u>2.1.7. Assigning sections to users and controlling access</u>	57
<u>2.1.8. Integrated Document management</u>	57
<u>2.1.9. Initiate other workflows</u>	57
<u>2.1.10. Allow Hookless Triggers</u>	57
<u>2.1.11. BOT</u>	58
<u>2.1.12. Parallel Processing and merge</u>	58
<u>2.1.13. Logical Processing paths</u>	58
<u>2.1.14. Dynamic forwarding and assigning</u>	58
<u>2.1.15. Rule based forwarding</u>	58
<u>2.1.16. Iteration through collections</u>	58
<u>2.1.17. Time based escalation (SLA)</u>	58
<u>2.1.18. Manual escalation</u>	58
<u>2.1.19. Sub Processes</u>	59
<u>2.1.20. Swagger based application connectivity</u>	59
<u>2.1.21. Workflow Profiling/Grouping</u>	59
<u>2.1.22. Webform integration</u>	59
<u>2.1.23. Versioning</u>	59
<u>2.2. Forms Designer features</u>	59
<u>2.2.1. Drag and Drop forms designing</u>	59
<u>2.2.2. Sections based forms</u>	59
<u>2.2.3. Standard controls such as Text, Text Areas, Date, Drop Downs, Numbers, Images</u>	59
<u>2.2.4. Repeatable sections</u>	60
<u>2.2.5. User picker</u>	60
<u>2.2.6. Coding extensibility</u>	60

2.2.7.	<u>Versioning</u>	60
2.2.8.	<u>Validation rules</u>	60
2.2.9.	<u>Cascading Style Sheets (CSS) based form styling</u>	60
2.2.10.	<u>Standard themes</u>	60
2.3.	<u>Tables Features</u>	60
2.3.1.	<u>Data tables for reporting</u>	60
2.3.2.	<u>Create and modify tables</u>	61
2.4.	<u>User workspace features</u>	61
2.4.1.	<u>User profile and Preferences Management</u>	61
2.4.2.	<u>Consolidated workspace</u>	61
2.4.3.	<u>Visual Process history</u>	61
2.4.4.	<u>Search for workflows</u>	61
2.4.5.	<u>Manual Reassign for admins</u>	61
2.4.6.	<u>Out of office setup and work item forwarding</u>	61
2.4.7.	<u>In progress, Completed and Failed</u>	61
2.5.	<u>External App Integration capabilities</u>	61
2.5.1.	<u>Swaggers</u>	61
2.5.2.	<u>Hookless Triggers</u>	62
2.5.3.	<u>BOTs</u>	62
2.5.4.	<u>Email</u>	62
2.6.	<u>User Management features</u>	62
2.6.1.	<u>User groups</u>	62
2.6.2.	<u>User Roles</u>	62
3.	<u>Backlog Conversion</u>	62
3.1.	<u>Process</u>	62
3.1.1.	<u>Receive</u>	62
3.1.2.	<u>Log</u>	62
3.1.3.	<u>Pre-Process</u>	62
3.1.4.	<u>Scan</u>	63
3.1.5.	<u>Image QC</u>	63
3.1.6.	<u>Index</u>	63
3.1.7.	<u>Index QC – Double Data Entry, Blind Data Entry</u>	63
3.1.8.	<u>Validation</u>	63

3.1.9.	<u>Release</u>	63
3.2.	<u>Capture Services On premise/Offsite</u>	63
3.2.1.	<u>On Premise</u>	63
3.2.2.	<u>Off Site (Our Conversion Centre)</u>	64
3.2.2.1.	<u>Advance tools such as robotic scanners</u>	64
3.2.2.2.	<u>Dedicated and Custom designed facility</u>	64
3.2.2.3.	<u>Efficient human resource management</u>	64
3.3.	<u>Capabilities</u>	64
3.3.1.	<u>Digitizing</u>	64
3.3.2.	<u>Indexing</u>	64
3.3.3.	<u>SLA</u>	64
3.3.4.	<u>Remote Management</u>	64
3.4.	<u>Capacity</u>	64
3.4.1.	<u>No of People</u>	64
3.4.2.	<u>Scanners</u>	65
3.4.3.	<u>Tools</u>	65
3.5.	<u>Experience</u>	65
3.5.1.	<u>scanned volumes</u>	65
3.6.	<u>Certifications</u>	65

1. Document Management.

1.1. Features of document capturing.

1.1.1. Scanning

Ability to capture physical paper documents using a scanner as well as files generated via various systems in portable document format. Should support multiple capturing methods such as Directly attached scanning, Batch capture, Upload via API, Capture using Mobile (smartphone apps), Auto import from a folder, Multi-function printer (MFP) integration, and Capture from emails.

1.1.1.1. Web based Scanning

Directly attached browser-based scanning is to be used for low volume (50-100 pages per day) scanning by the staff. It is preferred to have browser-based scanning capability with minimum implementation effort. Following factors should be considered:

(a) Supported scanners: What type/models of scanners are supported. What are the interface and operating system requirements, or any drivers required?

(b) Inline Indexing: After scanning documents need to be attached with an index. There should be features of the indexing capabilities in the web scanning module.

(c) Capture Profiles: Capture profiles can help staff have a better user experience as their primary job function is not scanning and would not have the expertise to fine tune scanning. Thus, it is expected that predefined profiles for different needs would help the staff capture documents efficiently.

(d) Database lookup: At many instances, the organizations have extended data in database format, related to certain keys used in indexing. Therefore, there should be a way to integrate that external data sources for efficient indexing.

(e) Image Quality: Images captured now may be reproduced and used at latter stage, thus ensuring the reproducibility and readability is important. Therefore, it should be facilitating to the quality management capabilities, including image enhancement, border removal, de-skew etc.

(f) Security – No Local Cache: When browser-based scanning is performed, the scanned images should not cache locally or there should be a way to cleaning after it is being captured is performed to remove

any local copies of the document.

(g) File formats and Image compression: Images captured need to be compressed and saved in a future proof file formats for to be retrieved at a later stage.

1.1.1.2. Mobile Capture

Smart Mobile phones are becoming extremely popular and can capture high quality images. The CMC should empower their employees to use mobile phones as a tool to capture important documents, in the absence of a document scanner. It is important to understand the security of such activities, where the captured documents should not be kept in the mobile device after upload. Following factors should be considered:

(a) Operating Systems: Should support iOS and Android

(b) Inline Indexing – direct link to library indexes: It should be able to upload directly to a repository and when promoted it should ask for the required indexes to be filled in before submitting the document.

(c) Image Quality: Images captured now may be reproduced and used at latter stage, thus ensuring the reproducibility and readability is important. Whether captured through mobile or other means, the quality of the images should be maintained all the time.

(d) Security – No storage in photo stream: Many mobile capture software stores the captured images in the photo stream, which we see as a potential threat. Therefore, the proposed solution should employee some techniques to overcome this.

(e) File formats and Image compression: Images captured need to be compressed and saved in a future proof file formats for to be retrieved at a later stage.

1.1.1.3. Batch Capture

Bulk document capture using batch capture is required for the CMC to upload at instances where there are large number of files to be digitized efficiently. Therefore, solution should support industry standard batch capture tools integration or internal batch capture tool.

(a) Batch Scanning: Batch scanning with page count validations and having a capability to incorporate batch headers are important features.

(b) Document Separation: In the batch scanning environment, document separation is an important capability, based on form identification, barcode, or other techniques such as patch codes are a

popular way to achieve this.

(c) Batch Indexing: Batch Indexing tool must be efficient and ergonomic. For the process to be user friendly, features such as sticky field, data zone zooms in, short cut keys to various productivity-oriented features must be present.

(d) Capture Profiles: Capture profiles can help staff have a better user experience as their primary job function is not scanning and would not have the expertise to fine tune scanning. Thus, it is expected that predefined profiles for different needs would help the staff capture documents efficiently. The batch capture the needs may extend in with features such as sticky fields, output, and separation techniques etc.

(e) Database lookup: At many instances, the CMC has extended data in database format, related to certain keys used in indexing.

(f) Rescanning: Many times, if the documents do not get fed correctly to the scanners, it may require replacing those poorly captured images. Especially in batch scanning this may be a cumbersome as it may need to find the right document from a bunch.

(g) File formats and Image compression: Images captured need to be compressed and saved in a future proof file formats for to be retrieved at a later stage.

(h) Readable PDF: For efficient/accurate search of documents it may be required search through its content, especially for information discovery. Therefore, wherever it is possible, it is expected to create readable PDF format documents while scanning.

(i) Optical Character Recognition (OCR): OCR is used for extracting textual information from images and it is expected that there will be requirements to address while digitizing.

(j) Zonal Extraction: Predefined Zones in a template for extracting OCR data that can be fed into an indexing field is an efficient way of indexing documents.

(k) Automatic Validation: Based on the information and logics available it may be required to validate the index data, either manually entered or automatically captured. For an example phone number require 10 digits, or ID must contain certain formats. Further this may extend to validate the information against external source such as customer information database.

(l) Batch Output formats: Captured information is required to be sent to the document management system, if the batch tool is an external

one. In such instance, it should address the same concerns.

- The system should support (Comma-Separated Values) CSV based offline data export and import and the error recovery process as well.
- The system should support API based data export and import and the error recovery process as well.

1.1.2.Importing

Importing files into the document management system should be basic requirement of the solution. This feature is used to handle electronically generated files, offline batch capture tools and hot folder etc.

1.1.2.1. Import Profiles

Import profiles can help staff have a better user experience as their primary job function is not document capture or import and would not have the expertise to understand the right understanding on indexing methods, security etc. Thus, it is expected that predefined profiles for different needs would help the staff import documents efficiently.

1.1.2.2. Hot Folders

Some cases documents that come as attachments or documents downloaded from the internet or other applications needs to be archived in the system. In such cases, it is expected users can put them in to a local folder where document management system will automatically pick them from the location and import to workspace for indexing.

1.1.2.3. MFP support

There are Multifunction devices in the organization, and it is expected to use those for capture as well. After Importing the files from hot folders, it is required to remove the same to identify the imported ones from the new files. (Auto File deletion)

1.1.2.4. Auto Indexing support

For bulk import situations, it may be required to import images and relevant index information in a single batch.

1.1.2.5. Direct Imports

Direct imports are a way to capture documents from the local drive.

1.1.2.6. API based Push. - External application integration for electronically generated documents

Documents generated via various systems within the organization, may require to be archived for long term storage in the solution, therefore the solution should be able to directly receive such documents via Application Programming Interface (API).

1.1.2.7. Email Parsing from specific email address

CMC is looking at archiving some important documents that are received as attachments in emails.

1.1.3. Other General Features

1.1.3.1. Paper sizes

CMC is dealing with large amount of paper of various sizes. These document sizes can vary from small business cards to Legal or Larger as A0.

1.1.3.2. Special documents

CMC receive special documents such as ID cards, Passports etc. that needs to be captured as evidence or supporting documents for its operations.

1.1.3.3. Signature capture

CMC capture sample signatures from its customers and in need of a method to implement a signature capture from paper as well as in future when the CMC decides to capture directly from a signing capable hardware such as signing pads or smart mobile screens.

1.1.3.4. Notifications

When certain documents are captured and uploaded to the system, the CMC may require some staff to be notified of such event to take actions.

1.1.3.5. Support

Capture is a critical part of business process and it is important to keep these processes running uninterrupted. Therefore, it would address this high availability support.

1.1.3.6. Training

Standardize of capture quality is an important part of the planned solution. For the same staff training and various other such processes are important.

1.1.3.7. Forms processing

CMC use large number of forms, and thus may be looking at auto extracting some data from such forms using forms processing capabilities. It should be able to handle or integrate to provide this user experience for the CMC if required.

1.2. Features of document indexing.

Indexes for business application area will be setup by the taxonomy design team, which should be able to implement in the indexing part of the capture application. These indexes should be transparently available in all different capture methods such as web capture, mobile capture, and batch capture as well.

1.2.1. Indexing from the Images Manual entry

Indexing from the images should provide the users with a image and index data entry screen organized in a ergonomic design that help users to easily perform the indexing task

1.2.2. Automatic Indexing- Forms based indexing, OCR., Rubber band OCR

Automatic Indexing using OCR and forms processing can improve the productivity of document capture, indexing process.

1.2.3. Full Text Indexing

Full Text Indexing information should be captured from readable portable document format.

1.2.4. Batch indexing via CSV

Batch indexing via a CSV file and relevant images would be added advantage in importing legacy data into the system.

1.2.5. Tags, Comments, Flags, Bookmarks

Documents should be able to be commented, flagged, and bookmarked for better clarity and enhanced searchability.

1.3. Features of searching.

1.3.1. Basic Search, by Indexes, in a single Library

CMC will have number of different repositories with different index templates. In such case a user should be able to search within the

repository using combination of Index values.

1.3.2. Basic Search, by Keyword across Libraries

CMC will have number of different repositories with different index templates. Some users in the CMC may be able/require searching across multiple repositories to find relevant information.

1.3.3. Advance Search based on Fields's content.

1.3.4. Tag Cloud based search.

CMC Document repositories may end up having millions of pages and is looking at methods of information discovery beyond simple search describe above. Under the same requirement CMC is looking at how does the indexes and keywords in the repository be presented visually for a better user experience in information discovery.

1.3.5. Tag Cloud intelligence

CMC Document repositories may end up having millions of pages and is looking at methods of information discovery beyond simple search describe above. Under the same requirement CMC is looking at how does the above being organized in a way to present operation data such as recently searched or most searched document in the CMC or by the user.

1.3.6. Full text search

Document Search can be based on its content, where users will be able to type a phrase or a word within a document to be found. Full text search is such a technique used by many solutions. CMC is looking at this technique to find documents and therefore looking at implementing the same.

1.3.7. API based external search.

To provide CMC staff a unified user experience it should be possible to search repositories by external applications used currently or that may be developed by the CMC in future. CMC will be looking at API from the proposed solution to such integrations.

1.3.8. Webhooks

Event Subscription Service or technically known as Webhooks are a method to register a callback when certain functions happen in the repository. CMC may require when documents get uploaded to certain repositories to trigger an external function based on that event.

1.3.9. Save search queries.

Search results of a query may contain number of files and a user may want to save such query for a future reference.

1.4. Features of document viewer.

The Document / Content management solution should be equipped with a good search and discovery tool. CMC expect the proposed solution will have an advance search discovery tool that will enable users to find the right content with minimal effort.

1.4.1. Thumbnails / multiple pages

Document Views should be based on the user preference of having thumbnails or number pages in the same screen etc. should be dynamically available to the user.

1.4.2. Fit width / fit height / rotate etc.

Images retrieved should be easily readable and the viewer should support standard functions such as zoom in, zoom out, fit height or width etc.,

1.4.3. Annotation

Annotation helps marking areas with some important comments to be easily referred by the other staff members. This may include standard stamps such as approved, reject or tools such as underline, mark area etc.

1.4.4. Bookmarks

Documents retrieved may contain number of pages and users may want to keep some bookmarks to revisit that page easily. Example: signed pages of a contract.

1.4.5. Commenting / tagging

Documents retrieved by a user may need to add comments, print, reindex or change security levels etc., based on the permission granted to the user.

1.4.6. Reindexing

Documents retrieved by a user may need to add comments, print, reindex or change security levels etc., based on the permission granted.

1.4.7. Sharing

Documents Retrieved by a user may need to share that with other users via email. CMC has identified some concerns, that to be addressed by the solution. Email the full or partial document as an attachment to an email

recipient. Email the link of document. While performing these tasks it is important to follow security protocols. Who can do what should be applied to the process?

1.4.8. Downloading

If permissions are granted, documents should be able to be downloaded. However, if the watermarks or redactions are enabled for the downloads, the downloaded file should be based on the permission settings applied to the current user.

1.4.9. Printing

If permissions are granted, documents should be able to be printed. However, if the watermarks or redactions are enabled for the printing, the downloaded file should be based on the permission settings applied to the current user.

1.4.10. Initiating workflows

Documents retrieved by a user may need to initiate a workflow process.

1.4.11. Signing

Initiate an electronic signing process are part of digitally embedding an electronic signature for approvals. This may require sign in solo or initiate a multi signatory process on a document that is retrieved from a search query.

1.4.12. Reclassifying

Documents retrieved by a user may need to add comments, print, reindex or change security levels etc., based on the permission granted to the user.

1.4.13. Replace / Edit.

Authorized users may be able to replace or re organize a document, However the new document added or created will not replace the old but will be the new version of the document. If required authorized users may see the older version of the document.

1.4.14. Watermarking.

Document watermarking is an important part of security. Viewing, when emailed and printed how can this be applied to the documents to protects it from unauthorized use.

1.4.15. User Tagging

Document search based on additional unique tags being added to the

documents are a way to uniquely identify a document and therefore a great/fast way to retrieve. However, the user experience is based on such searches may be only relevant to single users, who add those tags.

1.5. Storage Features.

Documents should be stored in the storage system, encrypted to protect against unauthorized intrusion or access.

1.5.1. Multiple Storage locations

Document storage should be definable by the administrators and should be flexible to be distributed to multiple locations.

- Local: - System should be able create storage locations in local area network.
- Cloud: - System should be able create storage locations in cloud storage

1.5.2. Dynamic foldering

When storing documents need to be stored in a folder, where the folder structure should be defined based on some of the indexes of the document. So, in case of system failure still the documents are stored in a structured manner.

1.5.3. Dynamic File Naming

Documents stored should be able to be renamed based on a dynamic field value for better recoverability as mentioned in dynamic foldering.

1.5.4. File Encryption

Documents stored in the system should be encrypted, to avoid any challenges associated with unauthorized comptonization of the storage sub system, by a hacker,

1.5.5. File Compression

Files stored in the system should be compressed using industry standard compression technologies to help reduce the storage requirements.

1.5.6. Caching

When files are being retrieved, to maintain the user experience of retrieval, documents may be cached for faster throughput. If system is capable this caching algorithms should be intelligent to hold the documents for a certain period or pattern expecting repeated search or retrieval.

1.5.7. Retention schedules

Documents stored may be subjected to record management guidelines and may require to be purged after expiry. System should have capabilities to introduce such rule base retention schedules in the system.

1.5.8.Storage Profiles

To maintain the technical complexity away from the normal users, it is expected to maintain complex setup of storage subsystem parameters to be stored in a user readable profile name.

1.6. Security Features.

Security is an important part of any document management solution and thus needs a careful evaluation and understanding of the proposed solutions capabilities to address the robustness expected by the CMC.

1.6.1.User Group Permission

To simplify the user management, user group-based permission structure is expected. User groups should be assigned with certain functional capabilities and levels of security creating specific user groups to have a functional and operational perimeter.

1.6.2.User role types

Role based users where functional limitations controlled by licensing for optimizing the user management. It is expected that certain users such as administrators are only allowed to system settings but have no access to content, unless otherwise it is implemented using overriding rules.

1.6.3.Granular user permission

Users belong to certain user groups may require either elevated to granularly changed permission for special requirements. For an example: one person may oversee three branches, where normal each person is responsible for one branch only.

1.6.4.Inherited Document permission

CMC carry certain documents that are confidential and sensitive in nature, where it is not to be access by any level of authority, unless there is a use case for the same. In such incidents there should be a workflow or multiuser authorization for changing such security. example: some documents may not be shareable or printable, irrespective of the user authority in the system, i.e., even highest-level user in the system should not be able to print or share.

1.6.5.Multiuser authorization

In many instances, certain actions such as printing, sharing, or making changes to the systems settings require a multiuser authorization. Example: like the dual keys to open an Organization vault.

1.6.6. Encryption key management

Encryption is the primary protection against any unauthorized access to the files, however the encryption keys are the most valuable part of the process where anyone having access to keys can compromise the security of the system. It is important to show how the solution protect it keys from being misused. Including by the development personal.

1.6.7. Dynamic masking

Some instances documents may contain sensitive information in a specific area. However, still it may be required to share those documents with certain users with masking of those areas. However, those users with authority may be able to still see that information. Example: salary particulars in an employee contract.

1.6.8. Watermarks

Inserting watermarks is to reduce misuse or leakage of documents. System should be capable of defining watermarks to be inserted dynamically to the document. Based on configuration, at the time of printing and/or viewing and/or downloading. The watermarks may contain certain user identifiable information for elevated security.

1.6.9. Document Verification

Time to time CMC will share documents, stored in the repositories with external parties for reference. Such digital copies may be the only copy or are born in the cloud. Thus, these documents validity for tampering or editing by unauthorized way, must be managed. Therefore, CMC is looking at innovative way to validate and verify the original against the circulating version.

1.6.10. Encryption

It is expected that system deploys Advanced Encryption Standard 256 (AES 256) or above as the encryption methodology.

1.6.11. Password Policy

System should be able to force, strong password policies, if the user management is done by the solution. However, it is expected to have user management outside the application and work with Active Directory environment of the CMC.

1.7. Extensibility Features.

Extensibility is an important part of any solution as it is evident that there is no single solution to provide answers. Therefore, it is expected that the proposed solution can integrate with external solutions to provide key expectation of the CMC.

1.7.1.API

Proposed solution should be extensible by way of Application Programming Interface, preferably Open API 3.0 supported.

1.7.2.Webhooks

Event based notifications are important to the CMC to reduce the search and discovery of incidents for operations management. It is expected the proposed solution has a webhook store which allows notification payloads to be sent to external application based on certain events such as on upload of a File.

1.7.3.Developer Portal

Applications integrations require a management interface where the developers can self-help and provision, access tokens and other permission and integration related information.

1.7.4.Soft integrations

CMC has several web-based applications implemented currently and is looking at integrating such applications with content repositories. It is expected to have minimal or no development efforts to integrate such applications for search.

1.7.5.External systems

There are many services available nationally and internationally to avail certain electronic information, which CMC may decide to integrate with. The system should be capable of integrating to such information sources.

1.8. User Management Features.

User management is an important part of any solution and should have flexibility and ability to define and implement complex permission sets to address organization needs.

1.8.1.Active Directory Integration

The system should work as single sign on with active directory of the organization.

1.8.2.Independent directory

If the CMC decides to not integrate with the active directory environment, the system should contain a separate directory services component. If so can that directory services components be seamlessly integrated with Active directory as well.

1.8.3.Authentication

CMC is looking at implementing an organization wide directory services tool to improve the efficiency and security in managing the resources. Therefore, it is expected that the proposed solution should be able to use those capabilities by integrating with the same. Please indicate LDAP and OAuth2 protocol compatibility.

1.8.4.User Groups

User groups are an easier way to manage users functional and permission perimeters based on Role.

1.8.5.User TYPES

Different type of users being supported in the system and the rationale behind those.

1.9. Admin Features.

Administrators of the proposed solution should be able to configure and support the complex business requirements of the CMC.

1.9.1.Repository Creation

Administrator should be able to create repositories whenever they identify a requirement. Requirement may vary from it being a different department to a different business application within a department.

1.9.2.Setting up of Indexes

Indexes are the way to find documents store in the repository, but CMC understand that many indexes may not be the solution to make search easier, as it may take large effort at the upload stage.

1.9.3.Data Look up configurations.

Solution should be able to configure data look up sources for efficient indexing of documents. This capability is discussed in the capture section in detail.

1.9.4.User Group/Users/Group and User Scopes permissions

Admins should be able to configure the various user permissions related to access. However, they may not be able to set permission themselves to access documents without having to go through an approval workflow.

1.9.5.Document Profiles

Document profiles are to give system independent permission matrix on documents. Administrators should be able to define these profiles for documents, which cover document permissions.

1.9.6.Capture Profiles

Administrators should be able to create capture profiles which may include, repository information, base security level, a document profile and default index values.

1.9.7.Notification Rules

When documents get uploaded or reindexed some users may need to get notified. Administrators should be able to implement these rules in the system using dynamic rule creation and management tool.

1.9.8.Storage Settings

Administrators will be required to add new storage locations or paths based on the storage expansion needs.

1.9.9.Organization Logo

CMC expect that it may need to add its logo to the application.

1.9.10. Organization Structure

CMC has department and branches in different countries that should be reflected in a structure.

1.10. Standards.

It is important to understand the technologies and standards which are being used to develop the system. The system developer/provider should certify with ISO 9001:2008 for the document management process.

2. Workflow Management

2.1. Process Designer features

2.1.1.Business Process Model and Notation (BPMN) Drag and Drop Designer

Visual Workflow Process Designer capable of BPMN type designs and connecting internal forms, external applications via open API. This system

also should have a Rapid Forms Designer that can cater complex data forms required by the CMC and fully integrated to Document Management System

2.1.2.Open API based

Open API 3.0 compatibility in external integrations

2.1.3.System/User/Application Context based path selection.

Workflow designer should have the data from following areas for decision driven design. Areas should cover System Context, Users Context, Application Context. For an example: system parameter such as the average time to execute the current workflow, name of the last user and his/her manager and form data filled by the user.

2.1.4.Mail parsing

The system should be able to trigger a workflow based on incoming mail message and parse the mail and extract its content to initiate a process.

2.1.5.Mail Merge

Workflow designer should be able to send customized emails, based on the contextual data in a workflow, like a mail merge function.

2.1.6.SMS

The system should be able to send SMS messages by integrating with popular SMS gateways.

2.1.7.Assigning sections to users and controlling access

Ability to hide, show, control access to sections of the forms in the workflow based on permission levels.

2.1.8.Integrated Document management

The system should be seamlessly integrating with a document management solution to keep the final documents archived.

2.1.9.Initiate other workflows.

Workflows should be able to initiate other workflows to handle complex process automation requirement. This is specially required for implementing separation of concerns, such an interdepartmental exchange of a processes.

2.1.10. Allow Hookless Triggers

Webhook are a way to integrate workflows with event driven capabilities of external applications. However, all external applications may not have webhook stores and may still require integration with process flows. Therefore, it is expected the proposed solution may be able to trigger based on remote user activity such as form submission.

2.1.11. BOT

In recent development it is observed BOT's are being used to communicate and automate the user experiences in process management. It is important that the proposed solution should be able to use the power of BOTs and activate the same in multiple communication channels such as chat applications to enhance the user experience in interaction with the CMC.

2.1.12. Parallel Processing and merge

Parallel Processing to handle certain approval and actions which are independent from each other's, to improve the efficiency.

2.1.13. Logical Processing paths

Processing paths of the workflows should be based on logical conditions where the conditions will be triggered based on the contextual data.

2.1.14. Dynamic forwarding and assigning

Some workflow processes, it may be exceedingly difficult to define the complete process as there are instances, the next recipient is a dynamic decision of the current assignee. Therefore, it is expected that workflow engine should be able to assign such a task based on the current user's selection. Example: assign a case to a subject officer based on the content/complexity

2.1.15. Rule based forwarding.

Workflow engine should be able route tasks forward or backwards based on logical requirements.

2.1.16. Iteration through collections

Iterate through certain collections. Example list of email addresses/ phone numbers to send notifications.

2.1.17. Time based escalation (SLA)

Escalation capabilities should include time-based escalations to meet service level agreements.

2.1.18. Manual escalation

Manual escalations or admin initiated or user-initiated task assignments.

2.1.19. Sub Processes

For flexibility and readability, complex workflow processes should be able to breakdown into many sub processes. In such cases the process interaction should be able to control the information that is being transferred between these different processes.

2.1.20. Swagger based application connectivity.

Swaggers are the open standard for communicating between applications and it is expected that the proposed solution can adapt open standard swagger files as connection definitions.

2.1.21. Workflow Profiling/Grouping

It is expected that workflows designed in the system being able to classify by means of a logo or group, to improve the user experience.

2.1.22. Webform integration

Integration of Web Forms for connecting external parties such as customers to the internal processes. Should demonstrate enough security in managing such integrations.

2.1.23. Versioning

Versioning of workflow designs should be an automatic feature where when workflows for forms are being edited should create new versions automatically unless the user overrides the same.

2.2. Forms Designer features

2.2.1. Drag and Drop forms designing.

Rapid form designer should be capable of drag and drop fields for fast form creation. Such scenario the designer may have design elements such as text boxes, rich text areas, dropdown lists, dynamic lists, date time fields etc.

2.2.2. Sections based forms.

CMC would require certain forms to have multiple sections where some parts are only accessible by certain group of users. Thus, your solution should have Design capability of multiple section forms without any limits to the number of sections.

2.2.3. Standard controls such as Text, Text Areas, Date, Drop Downs, Numbers,

Images

Form's designer should have standard controls such as text boxes, text areas, rich text areas, date time, numbers, drop down controls, images.

2.2.4.Repeatable sections

Form's designer should be equipped with advance controls to receive user inputs such list of destinations or emails addresses where at the time of designing the form, design user may not have an idea about the number of items. Therefore, when the user is filling the form, he/she is given the control to crate the list.

2.2.5.User picker

For dynamic forwarding of tasks, form should be able to populate list of users or user groups in a dropdown, so the current user can select and assign the task for further processing. This requirement is to have the flexibility of creating processes with collaboration capabilities.

2.2.6.Coding extensibility

2.2.7.Versioning

Rapid form designer should be capable of designing new versions of the form without impacting the current workflows.

2.2.8.Validation rules

Forms designed should be able to add Validation rules such as required fields, lengths, etc. to the fields. Extensibility of adding complex validations using scripting is an added value.

2.2.9.Cascading Style Sheets (CSS) based form styling.

Rapid form designer should be capable of applying the CMC corporate look and feel by adding CSS or similar themes.

2.2.10. Standard themes

In order to rapidly deploy forms, CMC may use existing styles or themes.

2.3. Tables Features

2.3.1.Data tables for reporting

Some information captured in the form may need to be stored in a separate table for easy reporting purposes. The information to be stored in these tables should be accessible for generating reports.

2.3.2.Create and modify tables.

Reference to above item, these tables can be created by the users.

2.4. User workspace features

2.4.1.User profile and Preferences Management

Users should be able to update their user profile information including the photo and additional information fields.

2.4.2.Consolidated workspace

Users should receive all the workflow tasks, from participating workflows to a single inbox, where he/she should be able to sort based on the status.

2.4.3.Visual Process history

When users need to see the history of a process, there should be a way to see the actual process path. It will be an added advantage if the users can visually follow the process step.

2.4.4.Search for workflows.

When users need to find information about a historical work process, they should be able to search based on some content the process history and drill down to the status of same.

2.4.5.Manual Reassign for admins

When there are situations that demand a stalled process to be assigned to a different person, due to sudden unavailability of the relevant person, and there is no defined automatic escalation, then administrator should be able to re assign the same task to another one.

2.4.6.Out of office setup and work item forwarding.

Users should be able to mark, out of office period and assign their tasks (current and upcoming) to another person while he/she is out of the office. The same should be done by the administrators, in case of users in ability in setting up the same.

2.4.7.In progress, Completed and Failed.

There should be a filtering mechanism to view completed, in progress and failed tasks in the workspace.

2.5. External App Integration capabilities

2.5.1.Swaggers

2.5.2.Hookless Triggers

2.5.3.BOTs

2.5.4.Email

2.6. User Management features

2.6.1.User groups

It is required that solution is capable of creating functional user groups and users may belong to multiple such user groups.

2.6.2.User Roles

Users also may have user roles such as administrators, designers, normal users etc. please explain the role types available and whether it is possible to create new user role types.

3. Backlog Conversion

3.1. Process

Document conversion process as an outsourced project is to optimize the speed and quality of digitizing the historical documents, where CMC will be looking at digitizing ongoing and current volumes as well in such an arrangement. However, the digitization of the documents requires careful attention to the quality and standards where the service provider should be able to demonstrate best practices in the following areas.

3.1.1.Receive

Documents receiving process need to be explained in detail. How does this process can be made smooth and agreeable by both parties? This may include whether documents are counted before receiving and whether the documents are to be received in specific format like in sealed boxes etc.

3.1.2.Log

Receipt and Handover log should be maintained to make sure all the documents received are either returned or destroyed after the digitization process is completed. Indicate how to incorporate archive box details in case the scanned documents are being sent for long term physical archive.

3.1.3.Pre-Process

Documents when received it is required to be preprocess before scanning. In this it is expected to perform functions such as repair any damaged documents, organize, and remove staples etc. The service provider should explain in detail how they will manage this process including team sizes,

capabilities, and activities.

3.1.4.Scan

Scanning, one of the most important parts of the digitization process should produce clean and clear images for archival. The service provider should explain the tools you use and the capabilities of the same indicating how you achieve the best quality with minimum turnaround times.

3.1.5.Image QC

The service provider should explain how you will make sure scanned images are of future usable quality and should explain what methodologies they apply and what tools you use to make this process effective.

3.1.6.Index

Documents scanned are needed to be indexed for future retrieval and therefore it is especially important to understand the process and accuracy of this indexing. Also the service provider should explain how they will integrate with document management solutions, design on index templates and other organization data sources being used for index validation.

3.1.7.Index QC – Double Data Entry, Blind Data Entry

How does the index data accuracy being verified? Is the service provider using industry standard, blind data entry and visual verification techniques to get the desired accuracy levels? The service provider should explain if they have any other criteria or methods being implemented.

3.1.8.Validation

The service provider should explain, data validation tools used by their solution.

3.1.9.Release

How does the batch data is being released, is it by a direct connectivity or by means of csv files?

3.2. Capture Services On premise/Offsite.

3.2.1.On Premise

If requested can the service provider deploy a scanning team in a location provided by the CMC. If so, the service provider should indicate what are the requirements and smallest team sizes to incremental requirements.

Also, the service provider should indicate how long will require to setup such an operation and what are the methods they follow at the end process

in clearing the data from the pc's etc.

3.2.2. Off Site (Our Conversion Centre)

3.2.2.1. Advance tools such as robotic scanners

What are the advance tools the service provider use for document conversion?

3.2.2.2. Dedicated and Custom designed facility

Does the service provider's location carry special design to support document conversion? If so, the service provider should indicate in detail.

3.2.2.3. Efficient human resource management

The service provider should provide information on how does efficiently manage the human resources for the digitization process. What tools and techniques are being used by them?

3.3. Capabilities

3.3.1. Digitizing

The service provider should provide information on the staff strength and capacity of tools and other resource they have already to undertake this job.

3.3.2. Indexing

The service provider should provide information on the staff strength and capacity of tools and other resource they have already to undertake this job.

3.3.3. SLA

The service provider should provide information on how they maintained the SLA.

3.3.4. Remote Management

The service provider should provide information on how they remotely manage the teams.

3.4. Capacity

3.4.1. No of People

The service provider should provide information on the staff strength.

3.4.2.Scanners

The service provider should provide information on the number of scanners and capacity.

3.4.3.Tools

The service provider should provide information on e the special tools you use.

3.5. Experience

3.5.1.scanned volumes

The service provider should indicate their experience in digitizing and historical performance on the same.

3.6. Certifications

The service provider should provide the information on the certifications they have such as CDIA (Certified Document Imaging Architect), ISO 9001:2008 on document management, etc.

3. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

Section VI . Conditions Of Contract

Section VI. Conditions of Contract

Table of Clauses

1. Definitions.....	80
2. Contract Documents	81
3. Fraud and Corruption	81
4. Interpretation.	81
5. Language	82
6. Joint Venture, Consortium or Association.....	82
7. Eligibility	82
8. Notices	82
9. Governing Law	83
10. Settlement of Disputes	83
11. Scope of Supply.....	83
12. Delivery and Documents.....	83
13. Supplier's Responsibilities.....	83
14. Contract Price.....	83
15. Terms of Payment	84
16. Taxes and Duties.....	84
17. Performance Security	84
18. Copyright	84
19. Confidential Information.....	85
20. Subcontracting.....	85
21. Specifications and Standards.....	85
22. Packing and Documents.....	86
23. Insurance	86
24. Transportation	86
25. Inspections and Tests	86
26. Liquidated Damages	87
27. Warranty.	88
28. Patent Indemnity.....	88
29. Limitation of Liability.	89

30.	Change in Laws and Regulations	90
31.	Force Majeure.....	90
32.	Change Orders and Contract Amendments.....	91
33.	Extensions of Time	91
34.	Termination	92
35.	Assignment.....	93

Section VI. Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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

(l) “The Project Site,” where applicable, means the place named in the Contract Data.

2 Contract Document

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

3 Fraud and Corruptios

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

(i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a coract.

- 4 Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- 5 Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

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

- 7 Eligibility**
- 7.1 All goods supplied under this contract shall be complied

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

8 Notices

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

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 13. Supplier's Responsibilities**
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 The Contract Price, shall be paid as specified in the **Contract Data**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than Sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

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

17. Performance Security

- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

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

remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

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

21. Specifications and Standards

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

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22 Packing
and
Documents**

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23 Insurance

23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24 Transportation

24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

**25 Inspections
and Tests**

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Contract Data**.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Contract Data**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated
Damages**

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3** Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 282 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 283 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 284 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 285 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

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

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32 Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33 Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34 Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Cancellation – (According chapter V-16 of gazzeted by-law of Colombo Municipal Council on 17/09/2021)

- a) If the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do any action in relation to obtaining, or the execution of, any Council contract;
- b) If the contractor shall have shown or for borne to show favor or disfavor to any person in relation to any Council contract;
- c) If the acts described in (a) and (b) shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor);
- d) If in relation to any contract with the Council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Bribery and Corruption Acts.
- e) If the Contractor shall become bankrupt, make an arrangement with creditors, go into liquidation etc.
- f) If the Engineer or Architect certified in writing that the Contractor :-
 - I. Has abandoned the Contract,
 - II. Has failed to commence the works,
 - III. Has failed to proceed with the works with due diligence,
 - IV. Has failed within a reasonable period to pull down or replace work after being instructed to do so,
 - V. Is not executing the works in accordance with the contract.

36. Assignment

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

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

CC 1.1(i)	The Purchaser is ¹⁵ : Colombo Municipal Council
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are ¹⁶ : Colombo Municipal Council, Main Stores, No.175, Suduwella, Darley Road, Colombo 10.
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention ¹⁷ : Municipal Commissioner Address: Colombo Municipal Council Telephone: 2686369 Facsimile number: 2662329 Electronic mail address: caccproc@colombo.gov.lk
CC 15.1	The method of Payment No advance payment shall be made for any purpose The method and conditions of payment to be made to the supplier under this contract shall be as follows. Payments will be made only after receiving the "Goods Received Note" from the Store Keeper for the quantity and certificate for quality from the relevant officials of the Colombo Municipal Council certificate for quantity. All the payments done by online system of the Payments Department. Bank Details shall be submitted according to the attached format (Annexure - A) & Certified bank statement (mentioned name & account number is enough) shall be submitted along with the bid document.. Contractor should submit PCA (4) certificate issued by the public contract registrar when claim payment.
CC 17.1	A Performance Security Required. Immediately after the receipt of the Letter of award, (at least 07 days) the Bidder should submit a guarantee from a Bank recognized accepted by the Central Bank of Sri Lanka under Banking Act No:30 of 1988 for a amount equivalent to 10% of the total value of the offer obtained in favour of the Municipal Commissioner in the Tendering /Bidding Currency, with a letter of acceptance and enter into an agreement with the Colombo Municipal Council for the due and satisfactory performance of the contract. The Tenderer/Bidder should bear the cost of stamps if any that should be affixed to the contract and the legal charges.

¹⁵ Insert complete legal name of the Purchaser

¹⁶ Insert name(s) and detailed information on the location(s) of the site(s)

¹⁷ insert full name and the designation of the officer, if applicable

	THE BANK Guarantee shall ensure the completion of all obligations under the contract and the aforesaid performance Guarantee shall be valid for Eight Months Payable on demand at Colombo.
CC 25.1	The inspections and tests shall be ¹⁸ :
CC 25.2	The Inspections and tests shall be conducted a ¹⁹ t:
CC 26.1	<p>The liquidated damage:</p> <p>The Goods ordered should be supplied according to the delivery schedule by the Selected supplier and its failure to supply as aforesaid shall be subject to charge rupees five Thousand (Rs.5000/-) per every week or part thereof for a period sanctioned by the Council.</p> <p>If the failure or delay in supply exceeding one month rupees ten Thousand (Rs. 10,000/=) will be recovered as damages for such week or a part thereof and those suppliers are subject to be “Blacklisted” by the Council.</p> <p>However, the Municipal Commissioner may grant an extension of time if the Municipal Commissioner is satisfied that the delay in completion of the said supply was due to reasons beyond the control of the said Supplier.</p>

¹⁸ insert nature, frequency, procedures for carrying out the inspections and tests

¹⁹ insert name(s) of location(s)

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

The [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) This Contract Agreement
- (b) Contract Data
- (c) Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) [Add here any other document(s)]

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

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

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

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

For and on behalf of the Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation] in the
presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the
capacity of [insert title or other appropriate designation] in the presence of [insert
identification of official witness]

2. Performance Security

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----- *

Beneficiary: Municipal Commissioner, Colombo Municipal Council

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

Annexure – A

Bank Details

NAME OF THE COMPANY	BANK DETAILS						TELEPHONE NUMBER	MOBILE NUMBER	E - MAIL ADDRESS
	NAME IN THE ACCOUNT	BANK NAME	BANK CODE	BRANCH NAME	BRANCH CODE	BANK ACCOUNT NUMBER			

Certified above details are correct according to the Company / Partners/ proprietor details.

- Certified bank statement copy must be attached with bank details.

.....

Authorized Signature

Director/ Partners/ proprietor