



POSTGRADUATE INSTITUTE OF AGRICULTURE (PGIA)
UNIVERSITY OF PERADENIYA

**CALL FOR EXPRESSIONS OF INTEREST TO
DEVELOP AND MAINTAIN THE ACCOUNTING
PACKAGE TO THE PGIA**

P.O. BOX 55

OLD GALAHA ROAD

PERADENIYA

ISSUED TO :

TENDER NO: PGIA/2016/Sr/04

TENDER FEE RECEIPT NO. & DATE :

Telephone No. for clarification: 0812385517, 081-2395573, 0812388692

BIDDING DOCUMENTS

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1. CALL FOR EXPRESSIONS OF INTEREST FOR DEVELOP AND MAINTAIN THE ACCOUNTING PACKAGE TO THE POSTGRADUATE INSTITUTE OF AGRICULTURE, UNIVERSITY OF PERADENIYA

1. The Chairman, Procurement Committee (DPC) is calling for expressions of interest from reputed and established, Software Development Institutions incorporated as Limited Liability Company under Companies act No 7 of 2007 in Sri Lanka or the Company registered outside the Sri Lanka having operational branch in Sri Lanka or incorporated body by any act of Sri Lanka and who are capable of developing computer package for the Institute Information system. The role of the selected solution provider is to develop or offer an advanced Accounting software package to the Postgraduate Institute of Agriculture (PGIA) of the University of Peradeniya and maintain system for 10 year period with necessary upgrades.
2. A complete set of bidding documents can be obtained from the Assistant Registrar, PGIA, University of Peradeniya from 02/11/2016 between 09.00 am and 3.00 p.m. from Monday to Friday, other than public holidays upon the payment of Rs. 2,000.00 as a non refundable Tender fee. Bidding documents will be issued up to 03.00 p.m. on 08/11/2016.

Bidding documents could also be inspected free of charge during the time and dates at the address specified above. Bidding documents could also be viewed on the Website PGIA, University of Peradeniya (www.pgia.ac.lk)

3. Bidders should furnish all detailed information as required in the Bidding documents.
4. Bidders must submit the offers in duplicate to reach the Chairman, Procurement Committee, Postgraduate Institute of Agriculture, P.O. Box. 55, Old Galaha Road, Peradeniya on or before 1.00 p.m. 18th November 2016 The documents in duplicate under sealed cover marked “**Expressions of Interest for a Accounting Package**” on the top left hand corner of the envelope should either be sent by registered post or be deposited in the Tender box, kept at the Assistant Registrar’s office of the PGIA. Bids will be opened immediately after closing of Bids at the above address. PGIA **will arrange pre-bid meeting for the prospective bidders on 15th November 2016 at 10.00 a.m. in the Board Room at PGIA.**
5. The Institute reserves itself the right to accept or reject any Expressions of Interest without assigning any reason thereof, or call for additional information where necessary.

**Chairman
Procurement Committee,
Postgraduate Institute of Agriculture
University of Peradeniya**

2. GENERAL CONDITIONS TO CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING PACKAGE TO THE PGIA, UNIVERSITY OF PERADENIYA

1. The Chairman, Procurement Committee Postgraduate Institute of Agriculture call for expressions of interest from reputed and established Software Development companies in Sri Lanka who are capable of developing an automated Accounting Package and maintain the system for 10 years period with upgrades.

2. ELIGIBILITY AND PROOF OF ABILITY

Bidders must have the following in order to be eligible for bidding.

- a. Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder incorporated company outside the Sri Lanka must have local agent or authorized service provider in Sri Lanka preferably registered company under Companies act in Sri Lanka.
- b. The company must be authorized to develop software systems and must have minimum of five years experience in software development.
- c. A proven track record of developing and deploying at least 25 similar software solutions or major projects value not less than Rs. 10 Million to the well established Companies in Sri Lanka or overseas or Government Institutions in Sri Lanka or Overseas.
- d. **A** qualified development team should have consisted of **software** Architecture, project manager software engineer, QA Engineers, Business analysts and programmers.
- e. Company must have annual turnover not less than **Rs. 20 Million** for the last five years **and must have not less than Rs. 10 Million. turnover on software industry.**

Eligible bidders must provide the following information and documentation along with their bids.

- I. Company profile including the status, structure and main activities of the institution.
- II. Document demonstrating capability, familiarity and experience in developing software.
- III. CV's of the software development team who are involved in this project.
- IV. Audited financial statements of the company for the last 5 years
- V. Client lists of Major projects handled

3. ISSUE OF BID DOCUMENTS

Bid forms will be issued by the Assistant Registrar, PGIA, University of Peradeniya, only up to 03.00 p.m. on 08/11/2016 payment of a non-refundable bidding fee of Rs. 2,000.00.

4. SPECIFICATIONS & SERVICES REQUIRED

Specifications and Services are given in annex "A"

5. MODE OF BID

(a) Technical Proposal with module wise duration and financial proposal should be submitted separately with duplicate and sealed properly.

(b) Bidders shall furnish bid bond with their financial proposal of 1.5% of the price quoted and not less than 150 days validity period from the date of closing price bid. Costs incurred in preparation of bidding documents will not be refunded.

(c) The Bid Bond shall also contain a condition that, if the Bidder withdraws the Bid after the closing of Bids and before the expiration of the period of validity of the Bid, or being the successful Bidder fails to furnish the necessary Performance Bond or fails to enter into a Contract with the Institute, the full amount of the Bond shall be forfeited to the Institute. Bid Bonds submitted by unsuccessful Bidders shall be released after award of the Bid.

(d) The Bid Bond required shall be furnished by the Bidders in the **Annex D** form which should be from a registered bank in Central Bank of Sri Lanka operating in Sri Lanka and Insurance bonds **shall not** be accepted.

(e) Each copy of the Bid should be signed by Bidder and enclosed in a sealed cover (together with a signed copy of the Conditions of Bid) marked 'CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING SOFTWARE PROGRAM TO THE PGIA on the top left hand corner of the envelope and addressed to the Assistant Registrar, Postgraduate Institute of Agriculture, P.O. Box 55, Old Galaha Road, Peradeniya.

Bids should be in the specimen forms annexed, along with literature, catalogues and other technical data in ENGLISH

6. CLOSING DATE

Bids should be sent by post under registered cover, to reach the Assistant Registrar, Postgraduate Institute of Agriculture, P.O. Box 55, Old Galaha Road, Peradeniya., not later than 01.00 p.m. on 18/11/2016. or Bidders if they so desire, may deposit the Bid in the Tender Box provided for the purpose at the Assistant Registrar's office of the PGIA not later than 01:00 p.m. on 18/11/2016

(a) OPENING OF BIDS

- (i) Bids will be opened by a Bid Opening Committee at 01.00 p.m. on 18/11/2016. at the Board Room of the PGIA.
- (ii) Bidders or their duly authorized one representative may be present at the time of opening of Bids.

7. VALIDITY OF BID

All Bids shall hold for acceptance for a minimum period of one hundred and fifty (150) days from the date of closing of Bids.

8. PRICES

Bidders shall quote their rates as applicable in the specimen form given in Annex H.

9. POWER TO ACCEPT OR REJECT BIDS

The Procurement Committee reserves itself the right to accept or reject any Bid without assigning any reason thereof.

10. NOTICE OF ACCEPTANCE OF BID

Acceptance of the Bid will be communicated by fax and confirmed in writing by registered post to the successful Bidder to the address given in Annex B-01. Any change of address of the Bidder should therefore be promptly notified to the Assistant Registrar of the PGIA without delay.

11. AGREEMENT

The selected Bidder shall enter into an Agreement (Annex G) with the Postgraduate Institute of Agriculture, University of Peradeniya for the due performance of the Contract.

12. PERFORMANCE BOND

- (I) The Bidder shall at his own expense deposit 10% of the value of the bid with the Director, Postgraduate Institute of Agriculture, University of Peradeniya, within ten (10) working days of the date of notice of award of the Bid, the Performance Bond payable on demand in terms of Annex E” in favour of the Director, and Postgraduate institute of Agriculture in the form of a Bank Guarantee from a registered Commercial Bank operating in Sri Lanka. Performance Bond shall be valid for one year period and to be extended until the termination of the Contract.
- (II) No orders will be given until the receipt of the performance bond.

13. GUARANTEED SERVICE

Supplier shall ensure that the Product contains the guaranteed service structure given by the Institute for first ten year period. In the event the System does not contain the expected structure given by the Institute, Institute shall be entitled to recover any loss or damage arising thereof from the supplier including:

- (a) Price paid by the Institute
- (b) Any losses or damages caused due to system errors.
- (c) Damages caused to the reputation and standing of the Institute.

14. FORCE MAJEURE

14.1 Neither Institute nor the Supplier shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by a Force Majeure that arises from the date of this Agreement.

14.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

14.3 If and to the extent that the Supplier is prevented from executing its obligations under this Agreement due to a Force Majeure, whilst the Supplier is so prevented the Supplier shall be relieved of its obligations to perform such obligations but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable.

14.4 If and to the extent that the Supplier suffers a delay as a result of the Force Majeure then it shall be entitled to an extension of time equal to the period of interruption caused by the Force Majeure.

Under this Clause "**Force Majeure**" means an event beyond the control of Institute and the Supplier, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- a. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo, acts or threats of terrorism
- c. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier.

15. INFORMATION TO BE SENT WITH BIDS

The following shall be submitted with the Bid:

Corporate profile of the Company together with audited Financial Statements for the 5 years immediately preceding in respect of which Audited Financial Statements are available, technical literature and data covering all aspects for the proper evaluation of the Bid. Where audited Financial Statements not available for the last financial year, a draft set of Financial Statements approved by two Directors should be submitted along with the four preceding years' audited Financial Statements.

16. GOVERNING LAW

The Bids and any contract resulting there from shall be governed by and construed according to the Laws of Sri Lanka.

17. MISCELLANEOUS

(a) Bidders must acquaint themselves fully with the conditions of the Bid. No plea or lack of information or insufficient information will be entertained at any time.

(b) Any further information required by Bidders can be obtained on application from the Senior Assistant Bursar, PGIA, University of Peradeniya.

18. TRAINING AND MAINTENANCE

The Supplier shall train the relevant staff of the PGIA at his cost till such time the local staff acquaint themselves with the operation of the system during the validation period which will be introduced by the Supplier at the Postgraduate Institute of Agriculture or any place where system is operated.

Supplier shall maintain the software including the necessary enhancements at his cost during the period of agreement.

19. INCREASE OR DECREASE OF COSTS

No adjustments of the contract rates shall be made on account of variation of the cost of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the Contract.

20. INDIVIDUALS NOT PERSONALLY LIABLE

No member or officer or an employee of the Institute shall be in anyway personally bound or liable for the acts or obligations of the Supplier under the Contract or answerable for any default or omission of the successful Supplier in the performance of any of the acts, matters or things which are herein contained.

21. DISPUTE RESOLUTION

In the event of any dispute arising under or in relation to this agreement, the supplier and Institute shall endeavour to resolve such disputes amicably. In the event such dispute cannot be so resolved it shall be finally resolved through litigation in Sri Lankan courts and the parties here by submit to the exclusive jurisdiction of Sri Lankan courts. The Supplier agrees that notwithstanding the existence of a dispute it will continue without delay to carry out all its responsibilities under this agreement in relation to all non-disputed work. Any additional costs incurred by the Supplier or the PGIA/UoP as a result of such failure to proceed shall be borne by the Supplier and the Supplier shall make no claim against the PGIA/ UoP for such costs.

22. TERMINATION CLAUSE

The Contract may be terminated by either of the parties by giving to the other at least one year notice of termination in writing, and the period of notice of termination must end at the end of a calendar Year.

In the case of termination all the data in the database should be updated in a standard format.

23. NOTICE

a) Any Notice given by one party to the other pursuant to this Contract shall be sent in writing or by telegram or telex cable or email and confirmed in writing to the address specified in the documents.

b) A Notice shall be effective when delivered or on the effective date of the Notice whichever is later.

Date:

We agree to abide by the conditions of Bid stated above.

Date:

Name & Address of Bidder
(IN BLOCK LETTERS)

1. Witness:

2. Witness:

SPECIAL CONDITIONS TO CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING PACKAGE TO THE POSTGRADUATE INSTITUTE OF AGRICULTURE, UNIVERSITY OF PERADENIYA

1. The Bidder upon entering into a written contract shall not be entitled to use information obtained from the Institute or implement similar nature of system any other organization conducting higher education in Sri Lanka without written approval from the Institute.

USE OF CONTRACT DOCUMENTS AND INFORMATION

a) . The Bidder shall not, without the prior written consent of the institute, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the institute in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performance.

b). The Bidder shall not, without the prior written consent of the Institute, make use of any documents or information enumerated in para. 1(a) except for the purpose of performing the Contract.

c). Any document other than the Contract itself, enumerated in para. 1(a) shall remain the property of the Institute and shall be returned (in all copies) to the University on completion of the Bidder's performance under the Contract if so required by the Institute.

2. TERMS OF PAYMENT

The supplier shall invoice Institute for any sums due under the agreement and upon such invoice being certified as being correct by an officer appointed by Institute for the purpose of this contract, Institute shall make such payment to the supplier the period stipulated under the agreement subject to any deductions that Institute shall be entitled to make under the agreement.

3. INTERLECTUAL PROPERTY RIGHTS

The successful Supplier shall be solely responsible for the patent rights or royalties of the Product supplied by him and should undertake to indemnify the Institute from and against all claims, demands, proceedings, damages, costs, charges and expenses in the event of a breach of such patent rights or royalties by him of the Institute in respect of the Product supplied and further, to defend the Institute in any suit, action or proceedings being instituted against the Institute and to bear all expenses incidental to and in connection with, such suit, action or proceedings in the event of such breach.

4. INSURANCE LIMITATION OF LIABILITY

For as long as the Agreement remains in force and for a period of one year after its termination, the Supplier agrees at its cost to maintain Errors and Omissions Insurance Policy

naming the supplier as the insured party for an amount covering any loss or damage. The Insurance Policy shall provide that the supplier shall be paid there under any losses or damages caused due to the system faults, errors or omissions.

ii) An amount equal to the total loss and damage caused by the Supplier to PGIA arising from a breach of the Supplier's obligation under clause 13 of the General Conditions to CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING SOFTWARE PROGRAM TO THE POSTGRADUATE INSTITUTE OF AGRICULTURE , UNIVERSITY OF PERADENIYA.

If the Institute does not make written objection within a period of 30 days from the delivery date to the Supplier, then it shall be deemed to have accepted the insurance as adequate.

5. BASIC SERVICE REQUIRED

- (a) At the request of the Institute to proceed with a selected system and to comply with the layout and design as provided.
- (b) To advise the Institute with respect to Implementation, training, modification and procedures for maintaining controls of the System.
- (c) To act as Consultants to the Institute to implement adoption and developing the Accounting system of the University.
- (d) Shall clearly detail techniques in Planning and control the financial and operational activities through the proposed Accounting package.
- (e) Shall ensure to safeguard the Information and data and avoid the unauthorized access the information and data.
- (f) The bidder shall study the existing systems, applicable laws, regulations and circulars etc. and make suitable proposal to the University without the cost of implementation.

Incomplete expressions of interest and expressions of interest submitted after the deadline will, in principal, be disregarded.

The Institute reserves the right to freely decide on the selection of those institutions who will be invited for further discussions and /or for the submission of the full Project proposals & presentation at the Institute sole discretion, and without having to provide any justification to institutions who will not be so invited. Institute further reserves the right not to follow up on any expression of interest at all.

Institute may request interested institutions to submit further information and documentation. Any request for further information and documentation, and any invitation for further discussions and/or for the submission of a full Project proposal will be exploratory only, to evaluate the merits of a

possible collaboration. Such discussions may be subject to appropriate safeguards of confidentiality.

Institute will not in any circumstances reimburse any costs or expenses associated with the submission of an expression of interest (including possible complementary information and documentation), nor any costs associated with possible further discussions and/or the possible submission of a full Project proposal. The submission and selection process set forth in this document will not be subject to claims for financial compensation of any kind whatsoever.

Chairman
Procurement Committee (DPC Major)

Date :

We agree to abide by the Special Conditions stated above.

Name & Address of Supplier
(IN BLOCK LETTERS)

1. Witness:

2. Witness:

I/We..... hereby, in accordance with the Bid Notice dated....., bid for submitting the above mentioned items at the price quoted above and upon the conditions set forth therein and, should this Bid be accepted, I/We covenant and agree with the Postgraduate Institute of Agriculture, University of Peradeniya to perform and fulfill each and all the conditions stipulated in the Bid Notice/Document

.....
Signature of Bidder

Witness:

1. Signature:.....
Name:.....
Address :.....

2. Signature:
Name:.....
Address :.....

SPECIFICATIONS FOR CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING PACKAGE TO THE POSTGRADUATE INSTITUTE OF AGRICULTURE, UNIVERSITY OF PERADENIYA.

The scope of the Accounting System would include a system study, design, development, testing and deployment for the Institute Financial and Operational system. The system should be fully functional to provide all the information desired by the Institute and upgrade the existing systems controls, procedures adopted, working methods and applications, information provided and the system should include following modules.

Module 1: Accounting System

This system must facilitate,

- a. Preparation of the general accounting information for required periods.
- b. Provide historical data and forecast data for Management decision making process.
- c. Generate reports such as Cash Books, Trial Balance, Balance Sheet P & L, Cash Flow, Cash Forecast,
- d. Journal reports, Budget Vs Actual, Ledger reports, etc.
- e. Storing all accounting information for verification and audit purposes.
- f. Management of accounts and sub accounts.
- g. Bank reconciliation statement for month

Module 2: Payroll System

The system should,

- a. Extract information from the HR System to calculate salaries of employees.
- b. Maintain changes in salary structures.
- c. Include facilities to enter salary additions and deductions along with paye tax details.
- d. Process salaries monthly by taking into account all the additions/deductions and salary stop details. Payment method can be Cash or Bank. For bank payment generate text file according to the SLIPS format.
- e. Generate reports such as Salary journal, Allowance, Arrears and Deduction reports, Pay slips, IPR, and especially error reports and master file changes reports which should print monthly to check variances with the previous month.
- f. Incorporate with Loan Transactions and Settlements.

Module 3: Stores and Purchasing Control System

This module must,

- a. Help control procurement according to the existing procurement regulations.
- b. Maintain suppliers' information to access to the faculties.
- c. Confirmation of purchase and update all relevant fields such as supplier, stores system and general accounts.
- d. Preparation of reports periodically for Management decision making and audit purposes.

Module 4: Fixed Asset Management

This system must,

- a. Facilitate management of all the fixed assets of the Institute.
- b. Incorporate with a special coding system for each and every item.
- c. Calculation of depreciation value for all items.
- d. Generate reports such as Reconciliation Report, Asset Summary & Detailed Reports, etc.
- e. Generate the report of Fixed Assets with zero value for revaluation purpose.

Sub Modules:

Report Generation Module

Report generation sub module is the most important module which should include in every main module. This should allow generation of reports on demand.

This module must facilitate,

- a. Generation of formatted reports as requested.
- b. Printing of generated reports.
- c. Providing analytical/comparison reports.

Auditing Module

This sub module must include in main modules mentioned above. It would allow to monitor and to audit all transactions performed.

This module must facilitate,

- a. Monitoring each and every transaction
- b. Maintaining log of each and every transaction
- c. Running audit trials covering entire operation

Cheque Printing Module

All modules must include a cheque printing sub module which is used for print cheques for all payments and should incorporate with a cheque management system.

Additional requirements

- System and its methodology should facilitate making of payments, collecting all receivables to relevant parties tracking all transaction on authorized personal In order to handle
- Transactions of the Institute and secure the data avoiding unauthorized access.
- Modern database management systems, tools and development languages must be used for development.
- The system must be developed to execute on modern operating systems and to adapt changing technologies.(E.g. php , mysql)
- The system must be secured with
 - A. Authentication
 - B. Access Control
 - C. Auditing
 - D. Encryption
 - E. Backup
 - F. Log maintenance
 - G. Backup on deleted data
 - H. Session management
 - I. Firewall
 - J. High availability
 - a. Disaster recovery
- ✓ Additional security measures should be available to handle critical situations.
- ✓ Compatible with the existing MIS system at PGIA

FORM OF BID

Director
 Postgraduate Institute of Agriculture,
 P.O. Box. 55
 Old Glaha Road
 Peradeniya,

**CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE
 ACCOUNTING PACKAGE TO THE CENTRE FOR DISTANCE & CONTINUING
 EDUCATION, UNIVERSITY OF PERADENIYA**

I/We the undersigned, having read and fully acquainted myself/ ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Annexure A thereto, hereby undertake to provide web/network based Accounting system referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for Bid Rates given in the accompanying Schedule.

2. I/We confirm that this Bid shall be open for acceptance until and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:

- A. Qualification information (Annexure B-1)
- B. Documentary evidence to establish eligibility to bid (Annexure C)
- C. Bid Bond (Annexure D)
- D. Documentary evidence to establish qualifications for the performance of the Contract.

E. Any other documents.

4. I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons therefore.

My/Our Bank Reference is as follows:

.....

Name of Bidder:.....

Address:

email :.....

Website :.....

Fax :..... Date :.....

Signature of Bidder:.....

QUALIFICATION INFORMATION

CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE ACCOUNTING PACKAGE TO THE POSTGRADUATE INSTITUTE OF AGRICULTURE UNIVERSITY OF PERADENIYA

01. Name of applicant with full address, Telephone No., email/ Fax No.:

.....
.....
.....

02. Proposals presented (should be submitted in detail) as annexure:

a) Technology used

.....

b) Designs

.....

c) Security Systems

.....

03. Period required for implementation from the Date of awarding of the Tender:

.....

04. Any other relevant particulars:

.....

.....

05. I/We forward herewith perfected documents/information referred to in Annexure 'xxx':

I/We agree with the General Conditions of Bid, Special Conditions of Bid, Specifications and Annexure of this Bid. I/We certify that the particulars given herein are true and correct and the information furnished in this Bid are done with due authority.

Signature : 1) 2)

Date at this day2016

Name/s of Organizations:

Name/s of Persons Signing:

Designation of Persons Signing:

(Not lower than the CEO/CFO/IT Engineer)

Witnesses:

Name and Address

Signature

1.

.....

.....

2.

.....

.....

**CALL FOR EXPRESSIONS OF INTEREST TO DEVELOP AND MAINTAIN THE
ACCOUNTING PACKAGE TO POSTGRADUATE INSTITUTE OF AGRICULTURE
UNIVERSITY OF PERADENIYA, UNIVERSITY OF PERADENIYA**

COMPANY PROFILE

1. NAME AND ADDRESS OF BIDDER:

.....

2. NAME & ADDRESS OF BANKERS:

.....

3. Details of experience in business in BPO/KPO/IT Development field locally or internationally if any. Please give details as follows:

Name of the client	Period	Description of the work done	Local or International	value of work done (Rs.)

(Documentary proof should be submitted for the above work done)

4. Registered Address and the registration number of the company.....

.....

.....

5. Ability to inspect the facilities by the University officials:

.....

6. Certified copies of the Audited Financial Statement of the Company for the last five financial years.....

.....

7. Past performance in similar work done (Customer name and product)

Name of client	Period	Description of the work done	Local or International	value of work done (Rs.)

BID BOND

Director
 Postgraduate Institute of Agriculture,
 P.O. Box. 55
 Old Glaha Road
 Peradeniya,

1. We the undersigned Bank in order to allow Messrs..... (Name and Addresses of the Bidder to submit Expressions of Interest for Accounting system to the Postgraduate Institute of Agriculture, University of Peradeniya, Peradeniya Sri Lanka waving all objections, restrictions and defenses on the part of the said Messer's (Name of the Bidder) or any third party, hereby irrevocably and independently guarantee to pay you on demand and without reference to the Bidder or obtaining his consent or approval thereof an amount up to a total sum of Rs.

2. We shall effect payment to you on demand against your written statement to the effect that the Bidder

- a. Has withdrawn his Bid after the closing of Bids and before the expiration of its validity period of one hundred and fifty (150) days; or
- b. Being the successful Bidder has failed to give the Bonds that may be required for the due faithful performance of the Contract; or
- c. Being the successful Bidder has failed to enter into a written Contract with the Postgraduate Institute of Agriculture in accordance with the Bid submitted and award made.
- d. Does not accept the correction of errors in accordance with the instruction to bidders

3. It is fully understood that the guarantee takes effect from the date of the closing of the Bid on 11/10/ 2016 and shall remain valid for a period of one hundred and fifty (150) days thereafter and during the period of any extension thereof that may be agreed upon between the University of Peradeniya/PGIA and the Bidder.

- 3. Notwithstanding anything to the contrary hereinbefore contained if the Bidder is successful in his Bid, this Guarantee shall remain in full force and effect after the period of one hundred and fifty (150) days until the Bidder shall have entered into the written Contract and furnished the necessary Performance Bonds.

.....

5. All claims under this Guarantee must be submitted to us within thirty (30) working days after the expiry date of this Guarantee.

6. You shall be at liberty either by one action to sue the Bidder and us and also any other person or persons all jointly and personally or to proceed in the first instance against us only and we hereby

renounce the right to claim that the Bidder should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim and bring actions against us or any other person or persons whomsoever, each for his portion pro-rata; and the right to claim in any action brought against all or each or any of us with or without all or any other person that you should only recover from us a pro-rata share of the amount claimed and all other rights and benefits to which sureties are or may be by law entitled it being agreed and understood that we are liable in all respects hereunder as if we are Principal Debtors to the extent aforementioned including the liability to be sued before recourse is had against the Bidder.

7. We further undertake to make all payments due hereunder by Bank draft or cheque drawn in favour of "Senior Assistant Bursar PGIA".

8. It is understood that you will return this Guarantee to us on its expiry, provided that no claim is payable, but if claim is payable, this Guarantee will only be returned after settlement of the total amount claimed herein.

Dated this day of 2016.

Signed in the capacity of

Duly authorized to sign for and on behalf of

.....

PERFORMANCE BOND

Director
Postgraduate Institute of Agriculture,
P.O. Box. 55
Old Glaha Road
Peradeniya,

Dear Sir,

In consideration of the Bid of (hereinafter referred to as the Company) dated for expressions of interest for web/network based Postgraduate Institute of Agriculture (hereinafter referred to as Institute), Sri Lanka, covered by your Bid No..... and upon the request of the said Company. We do hereby bind ourselves as follows:

1. That if the Company shall in any manner fail or neglect to perform the Contract within the due time and otherwise in accordance with the said Contract or commit any breach of its obligations there under, then we undertake and promise at all times to indemnify you and to keep you expenses which may be incurred by you by reason of such default, non-performance or neglect on the part of the Company in executing , performing, observing and otherwise complying with the provisions on their part contained in the said contract.
2. We undertake to pay unconditionally and without demur at Peradeniya upon a written Demand purporting to be under the hand of the Vice Chancellor of the Institute (which expression as herein used shall include such Vice Chancellor and any person for the time being acting in or performing the functions of such office) the aggregate amount of all damages, losses and expenses suffered or incurred by you provided that liability hereunder shall be Rs.....
3. A written statement purporting to be under the hand of the Institute that the Contractor has failed or neglected to carry out their obligations under the said Contract and that in consequence thereof any amount stated therein is due to you shall be absolutely binding on us and shall be accepted by us as sufficient and conclusive proof thereof.
4. Our liability hereunder shall not be discharged or released by any Agreement made between you and the Company whether with or without notice to us by reasons of any alteration or variation of the terms of the said Contract or in the obligation undertaken by the Company or by any forbearance whether as to payment, time performance or otherwise whatsoever.
5. Nothing herein contained shall in any manner whatsoever prejudice your right under the said Contract, it being agreed that this Guarantee shall be in addition to and not in substitution of your right and remedies under the said Contract and/or any other Guarantee.
6. We specially agree that you shall be at liberty either in one action to sue the Company and us or any other surety or sureties and also any other person or persons all jointly and severally or to proceed in the first instance against us only and further that we do hereby expressly renounce that right to claim that the Company should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rata share of the amount claimed and all other rights, benefits and privileges to which

sureties are or may in law be entitled. It being expressly agreed and understood that we shall be liable in all respect hereunder as principle debtor jointly and personally to the extend aforementioned including the liability to be sued before recourse is had against the Company.

7. We further undertake to make all payments due hereunder by back draft of or cheque drawn in favour of the "Senior Assistant Bursar".

For and on behalf of the Bank

Witness:

1.
2.

DOCUMENTS TO BE ANNEXED TO THE BID

We hereby submit for your examination and consideration the certified true copies of the following annexure marked as indicated below

Annex A1- Certified true copy of the memorandum and articles of association.

Annex A2- Curriculum vitae of directors/ key staff members of production, finance/ technical/ marketing/ sales personal.

Annex A3- Certificate of incorporation / registration with government of Sri Lanka.

Annex A4- Company profile and audited financial statements for the last five years.

Annex A5- A list of clients with details of similar supplies handled during the last 5 years.

Annex A6- Training programme as per para. 18 to the general conditions.

Annex A7- Authority given by the bidder organization for the person signing this bid.

Date

.....

Signature of Bidder

SPECIMEN AGREEMENT (will provide at the Pre-Bid meeting)