



BID DOCUMENT

Request for Quotations for Development of the Colombo Lotus Tower (CLT) Mobile Application

Procurement No : CLT/S/SER/RFB/25/18

**CHAIRMAN,
PROCUREMENT COMMITTEE,
COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD
NO 320, D R WIJEWARDANE MAWATHA
COLOMBO 10**

Issued Date –-.....-2025

Issued To -

DO NOT COPY

Request for Quotation

Development of the Colombo Lotus Tower (CLT) Mobile Application

Contract No. CLT/S/SER/RFB/25/18

Dear Sir/Madam,

The Chairman- Procurement Committee, on behalf of the **Colombo Lotus Tower Management Company (Pvt.) Ltd** now invites sealed bids from eligible and qualified bidders for the **Development of the Colombo Lotus Tower (CLT) Mobile Application**. (CLT/S/SER/RFB/25/18)

1. Bidding will be conducted through **National Competitive Bidding Procedure**.
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements listed in the bidding document.
3. Qualification requirements to qualify for contract award are in the bidding document
4. Interested bidders may obtain **further information** from the **Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10**. (Tel: 0742012366 / 074 390 5564 / E-mail – tender@colombolotustower.lk and inspect the bidding documents **at the address given below from 9.00 a.m. to 3.00 p.m. during weekdays**.
5. Evaluation Criteria are provided in the Bidding Documents.
6. A complete set of **Bidding Documents** in the English language **may be purchased** by interested bidders on the submission of a written request letter to the **Procurement Manager's Office, Colombo Lotus Tower Management Company (Pvt.) Ltd, from 02nd May 2025 until 19th May 2025 from 9.00 a.m. to 3.00 p.m.** upon payment of a **non-refundable fee of Rs. 1,000.00** to the Finance Department, Colombo Lotus Tower Management Company (Pvt.) Ltd.
7. **Bids shall be delivered with duplicates** to the address below at the **Chairman – Procurement Committee, Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10 on or before 02.00 p.m. on 20th May 2025**. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
8. **Bids shall be valid up to 05th August 2025**.
9. All bids shall be accompanied by a **“Bid-Security, of Rs 35,000.00** Bid Security shall be **valid up to 02nd September 2025** and shall be an unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
10. Bidders are expected to attend **the pre-bid meeting**, which will be held on **09th May 2025 at 2.00 p.m.** in the **Procurement Manager's Office**. Attendance is highly recommended.

DIRECTOR/CHIEF EXECUTIVE OFFICER
COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.

SECTION I

Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding Procedure Contract is provided in the BDS.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
- 2. Source of Funds**
 - 2.1 Payments under this contract will be financed by the source specified in the BDS.
- 3. Corrupt or Fraudulent Practices**
 - 3.1 The attention of the bidders is drawn to the followings:
 - a) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of 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 procurement process or in contract execution;
 - b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement

process or the execution of a contract;

- c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, non-competitive 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 Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

- 4.1 All bidders shall possess legal rights to supply the Services under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. 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 Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or
- 4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken as stated in the BDS, only bids from pre-qualified bidders shall be considered for award of Contract, in which

case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) total monetary value of Services performed for each of the last three years;
- c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- d) list of major items of equipment proposed to carry out the Contract;
- e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- h) authority to the Employer to seek references from the Bidder's bankers; and
- i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- j) Proposals for subcontracting components of the Services

amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified in the BDS;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last Three (03) years as specified in the BDS;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
- (d) a Project Manager with Five (05) years' experience in

Services of an equivalent nature and volume, including no less than Three (03) years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

5.6 A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

5.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I Instructions to Bidders

Section II Bidding Data Sheet

Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	Description of Services
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the BDS.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. However, VAT shall not be included in the price but shall be indicated separately.
- 14.4 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

16. Bid Validity

- 16.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in Sri Lankan Rupees, and shall:
- (a) at the bidder'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 any commercial bank licensed by the Central Bank of Sri Lanka.
 - (c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
 - (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 34;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the

Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

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

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “Original” and “Copies”.
- 20.2 The inner and outer envelopes shall
- (a) be the name and addressed to the Employer at the name and address **provided in the BDS**;
 - (b) **bear the name and identification number of the Contract as defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

- 22.1 The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the

Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered

for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific short-comings. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria

Determination of Responsiveness	defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
	<p>27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p> <p>27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p>
28. Correction of Errors	<p>28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub- Clause 17.5(b).</p>
29. Currency for Bid Evaluation	29.1 Sri Lankan Rupees (LKR).
30. Evaluation and Comparison of Bids	30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with

ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria

32.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the

provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s
Right to
Accept any Bid
and to Reject
any or all Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of
Award and
Signing of
Agreement**

34.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

34.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

**35. Performance
Security**

35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 17.4. Refer BDS.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance
Payment and
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Colombo Lotus Tower Management Company (Pvt) Ltd, .</p> <p>The name and identification number of the Contract is;</p> <p>DEVELOPMENT OF THE COLOMBO LOTUS TOWER (CLT) MOBILE APPLICATION</p> <p>Procurement No: CLT/S/SER/RFB/25/18</p> <p>Bidders are required to bid for the total requirement of services as given in description of services in the Bidding Documents. Bids for partial requirements shall be treated as non-responsive and shall be rejected.</p>
1.2	The services shall be completed within 12 weeks from the Starting Date for the Commencement of Services
2.1	The source of funding for this project is: Government of Sri Lanka (GOSL)
5.2	Prequalification has not been undertaken.
5.5(a)	The minimum required average annual volume of Services for the successful Bidder in any of the last Five years shall be LKR 8 million.
5.5 (d)	In addition, Project Manager/Team Lead, QA Lead are required
5.5 (e)	Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than LKR 1 Million
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.
10.1	<p>Pre Bid meeting shall be held at the office Procurement Manager's Office , Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10 on the following date and time</p> <p>Date: 09th May 2025</p> <p>Time: 1400 HRS (2.00 p.m.)</p>

C. Preparation of Bids	
12.1	Language of the bid: English
13.1 (e)	Alternative offers and options are not allowed <i>(CLTMC will not entertain any alternative offers, including proposals based on a percentage of the per-ticket price of sold tickets or any other form of alternative pricing. All such proposals will be rejected without further consideration.)</i>
14.4	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
16.1	The period of Bid validity shall be 77 (Seventy Seven) days after the deadline for Bid submission specified in the BDS. (i.e. 05th August 2025)
17.1	The Bidder shall provide: Bid Security shall be an unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka (as per the format given in the Bidding Document) Bid Security shall be issued in favour of; Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10
17.2	The amount of Bid Security shall be Sri Lankan Rupees Thirty five Thousand (LKR.35,000.00)
17.2 (a)	Bid Security shall be in the form of a Bank Guarantee (as per the format given in the Bidding Documents).
17.2 (f)	Bid securities shall be valid for 28 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till 02nd September 2025
18.1	Alternative bids are not permitted.
D. Submission of Bids	
20.2 (a) (b)	The Employer's address for the purpose of Bid submission is Chairman- Procurement Committee, Procurement Division Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10
20.2 (c)	Name and identification number: Name of Contract: "Development of the Colombo Lotus Tower (CLT) Mobile Application" Contract No: CLT/S/SER/RFB/25/18
21.1	The deadline for submission of bids shall be: Time: at or before 1400 HRS (02.00 p.m.) Date: 20th May 2025 <i>"In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day"</i>

E. Bid Opening and Evaluation	
24.1	<p>Bids will be opened immediately after the deadline for submission of bids at the following address:</p> <p>Procurement Division Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10</p>
F. Award of Contract	
32.0	<p>At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Related Services originally specified in Annex A – (Description of Services) by 10% without any change in the unit prices /contract value or other terms and conditions of the bid and the Bidding Documents.</p>
35.0	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Which shall be valid for 365 days beyond the completion date of services under the contract .Performance security shall be submitted within 14 working days of the date of notification of award from the employer.</p>

Section III. Bidding Forms

1. Service Provider's Bid
2. Qualification Information
3. Letter of Acceptance
4. Form of Contract
5. Bid Security (Bank Guarantee)
6. Advance Guarantee
7. Performance Security

Service Provider's Bid

.....[date]

To: **Chief Executive Officer**
Colombo Lotus Tower Management Company (Pvt) Ltd,
320, D.R. Wijewardena Mawatha,
Colombo 10

Having examined the bidding documents including addendum, we offer to execute the **Development of the Colombo Lotus Tower (CLT) Mobile Application** in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of ...LKR..... [amount in numbers], [amount in words] [name of currency].

The Contract shall be paid in Sri Lankan Rupees (LKR)

#	Description	Total Price Excluding VAT (Sri Lankan Rupees)	If Applicable VAT (Sri Lankan Rupees)
1	Successful completion of Development of the Colombo Lotus Tower (CLT) Mobile Application		
	TOTAL		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

COMPANY PROFILE

1. Name of Bidder :

2. Address :

3. Telephone No(s) :

Email :

4. Details of Registration of the Company:

(A certified copy of Business should be attached with Bid. The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/Registrar of the Companies.)

5. Year of Commencement of Business:

6. Business Registration Number:

7. Details of Similar services Carried out in Sri Lanka within the **last Three years**.

(The Bidder should have satisfactorily carried out similar services during the past Three years in Sri Lanka and should still be engaged in similar services. Documentary proof (Letter of award & Completion certificate) should be provided to confirm such services.)

CUSTOMER NAME CONTRACT DESCRIPTION

CUSTOMER NAME	DESCRIPTION OF SERVICE	CONTACT DETAILS OF CLIENT

8. Name Designation and qualifications of Qualified Person: *(Certificate Copies should be attached with Bid)*

i)

ii).....

iii).....

iv).....

v).....

8. Financial Status of the Company **PERIOD**

PERIOD	TURNOVER	PROFIT AFTER TAX
2021/2022		
2022/2023		
2023/2024		

(Certified copies of Audited Statement of Accounts should be Attached with bid)

9. VAT Registration No:

10. Brief description of main business activities:

11. Brief Note on the Technical Competency of the Bidder to provide the services requested:

Authorized Signature: Date:

Name.....

Company Seal.....

Letter of Acceptance
[Letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form: Contract Agreement

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10.** (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required skills, personnel and resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of ;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The Conditions of Contract;

(b) The Contract Data;

(c) The Form of Bid and Qualification Information

(d) The Employer’s Requirements

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

(a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) The employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of **Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10.**

[Authorized Representative]

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

[Authorized Representative]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]

Beneficiary: Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10

Date: _____

BID SECURITY (BANK GUARANTEE) No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by _____ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.

[signature(s)]

Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

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

[Issuing agency's letterhead]

IFB No. and title: *[insert number and title of bidding process]*

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]* This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date²]*. _____

[signature(s) of authorized representative(s) of the issuing agency]

¹ The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Beneficiary: **Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardana Mawatha, Colombo 10.**

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)]

Section IV. Eligible Countries

Not Applicable

DO NOT COPY

Section V. Activity Schedule

The Service Provider shall establish and provide services as described in the Appendix A – Description of Services. This gives detailed information about the project background, specifications, work flow, activities, and service level requirements etc.

DO NOT COPY

SECTION: VI DESCRIPTION OF SERVICES

Development of the Colombo Lotus Tower (CLT) Mobile Application

The Colombo Lotus Tower Management Company (CLTMC) aims to develop a mobile application will serve as a one-stop platform for ticketing, navigation, event information, promotions, visitor assistance, enhance brand promotion, improve digital presence, and integrate marketing-driven functionalities. The app will be developed for both Android and iOS platforms by a third-party developer. This project also includes seamless integration with CLTMC's ERP and internal systems to optimize operations.

1. Objectives

- Promote Colombo Lotus Tower through a modern digital presence.
- Provide a seamless digital ticketing and reservation system.
- Enhance visitor navigation within the tower through interactive maps.
- Improve customer engagement with loyalty programs and feedback options.
- Enable automated marketing tools such as newsletters and promotions.
- Develop an administrative portal with content, product, and user management capabilities.
- Enable secure and convenient digital payments.
- Integrate with the existing Systems like Ticketing & ERP system.
- Seamlessly integrate with social media for marketing and content sharing.

2. Scope of Work

I. User Registration & Profile Management

- **Secure Login & Authentication:** Visitors can sign up using email, mobile number (OTP verification), or social media accounts.
- **Profile Customization:** Users can create and manage their profiles, including personal details, preferences, and visit history.
- **Membership & Loyalty Programs:** Regular visitors can enroll in loyalty programs to earn rewards and discounts.

II. Digital Ticketing & Booking

- **Online Ticket Purchase:** Visitors can buy tickets for tower entry, pixel bloom or and any other attractions.
- **QR Code-Based Check-in:** Users receive a digital ticket with a QR code for contactless entry and verification at different access points.
- **Group & Family Packages:** Special booking options for families, corporate visitors, and group travelers.
- **Multi-Activity Booking:** Users can bundle multiple activities (e.g., observation deck + pixel bloom) in a single transaction.
- **Booking History & Rebooking:** Users can view their past purchases and rebook with a single tap.
- **Category-wise Calendar Bookings:** Separate event and business unit schedules.

III. Navigation & Wayfinding

- **Interactive 3D Maps:** A real-time map of the Lotus Tower and its surroundings, highlighting key attractions, facilities, and exits.
- **Augmented Reality (AR) Guide:** Visitors can scan QR codes or use AR-enabled wayfinding to receive information about different floors and attractions.
- **Indoor GPS & Location Tracking:** Assists visitors in finding nearby amenities, dining areas, and event venues within the tower.
- **Accessibility Features:** Path guidance for differently-abled visitors, ensuring easy navigation.

IV. Events & Promotions

- **Live Event Schedule:** Users can browse ongoing and upcoming events at the tower, such as concerts, exhibitions, and corporate gatherings.
- **Personalized Notifications:** Visitors receive alerts on upcoming events, discounts, and promotions based on their preferences.
- **Special Offers & Discounts:** Exclusive deals on tickets, dining, and merchandise for app users.
- **Event Registration & RSVP:** Users can book event tickets, reserve seats, and receive event reminders.
- **Advertisement Display:** Pop-up login screen ads, in-app notifications, and banner ads.

V. Payment Gateway Integration

- **Multiple Payment Methods:** Supports credit/debit cards, mobile wallets, QR code payments, and online banking.
- **Secure Transactions:** Uses encryption and tokenization for data security, ensuring safe and seamless payments.
- **Auto-Checkout & Saved Payments:** Users can save payment details for quick future transactions.
- **Refund & Cancellation Management:** Visitors can request cancellations or refunds based on the tower's policies.

VI. Visitor Feedback & Support

- **Real-time Customer Support:** Users can chat with support agents for assistance with bookings, navigation, and other queries.
- **Feedback & Ratings:** Visitors can rate attractions, dining experiences, and services, helping improve operations.
- **AI Chatbot Assistance:** An AI-powered chatbot for answering common visitor questions, reducing wait times for customer support.
- **Incident Reporting:** Visitors can report lost items, security concerns, or service issues directly through the app.

VII. Multilingual Support

- **Language Selection:** The app will be available in English, Sinhala, and Tamil, ensuring accessibility for all visitors.
- **Real-time Language Switching:** Users can switch between languages easily within the app.

VIII. System Integration

- Car Park System Integrations: Parking availability, reservations, and bookings.
- Event Management: Notifications, ticket booking & purchasing, real-time updates.
- Financial Transactions: Secure payment handling with ERP system Integration.
- Social Media Integration: Social logins, embedded feeds, and content sharing.

IX. Admin Dashboard & Analytics

- Real-time Visitor Insights: The system will track and display visitor footfall, peak hours, and engagement trends.
- Automated Notifications & Alerts: The management team can send instant updates to users regarding closures, offers, and security notices.
- Sales & Revenue Tracking: Detailed reports on ticket sales, bookings, and financial transactions for performance monitoring and audit trail reports.
- Visitor Behavior Analysis: AI-driven insights to enhance visitor experience based on app usage patterns.

3. Estimated Timeline & Milestones

Phase 1: Planning & Requirement Analysis (Week 1-2)

- Week 1: Kickoff meeting, define objectives, identify stakeholders
- Week 2: Gather requirements, analyze existing processes, create workflow diagrams
- Week 2: Finalize system requirements, approval from management

Phase 2: System Design & Development (Week 3-6)

- Week 3: Backend development – user roles, authentication, database integration
- Week 4-6: Frontend development – dashboard, request form, approval process
- Week 6: System integration, API connections

Phase 3: Testing (Week 7-8)

- Week 7: Unit testing, bug fixes
- Week 8: User Acceptance Testing (UAT), feedback collection

Phase 4: Deployment & Training (Week 9-10)

- Week 09: System deployment, data migration
- Week 10: Staff training, documentation handover

Phase 5: Post-Deployment Support (Week 11-12)

- Week 11 - Bug fixes, performance optimization
- Week 12 - Monitoring system usage & gathering feedback

4. Deliverables

- Fully functional mobile application for Android and iOS.
- Integrated e-commerce system with secure payment gateway.
- ERP and internal system integration for automated data flow.
- Admin portal for content and transaction management.
- Social media integration for engagement and marketing.
- Training and documentation for CLTMC staff.
- Post-launch support and maintenance plan.

5. Roles & Responsibilities

- **CLTMC IT & Business Teams:** Define requirements, oversee development, Testing, and ensure compliance.
- **Third-Party Developer:** Develop, deploy, and provide post-launch support.
- **Marketing & Event Management Teams:** Manage content, promotions, and social media.
- **Administrative Team:** Oversee bookings, user management, product inventory, and marketing automation.
- **Integration:** Ensure successful integration of the app with CLTMC's ERP and internal systems

6. Deployment & Compliance

- **Hosting & Infrastructure:** Cloud-based deployment for scalability and performance.
- **Performance Monitoring & Logging:** Real-time system logs and analytics dashboard.
- **Disaster Recovery & Backup Plan:** Regular data backups and redundancy mechanisms.
- **Security & Compliance:**
 - Compliance with international standards (ISO 27001, GDPR, PCI-DSS).
 - Secure data encryption and authentication protocols.
 - Role-based access control for managing sensitive information.
 - Integration with CLTMC's internal security protocols.

7. Testing & Quality Assurance

- **Alpha & Beta Testing:** Internal and external test groups for feedback.
- **User Acceptance Testing (UAT):** Final validation with stakeholders.
- **Security Audits:** Regular vulnerability assessments before and after launch.
- **Performance Testing:** Ensuring fast load times and minimal downtime.

8. Post-Launch Support & Maintenance

- **Regular Updates & Bug Fixes:** Continuous improvements based on user feedback.
- **Performance Monitoring:** Tracking system performance and user experience.
- **Technical Support:** 24/7 assistance for operational issues.
- **E-commerce Maintenance:** Product updates, inventory tracking, and payment security monitoring.

9. Pricing and Payment Terms:

- a. The proposal must outline all costs involved, including design, development, content migration, and third-party software integrations.
- b. Define payment terms

Payment Terms

1. Advance Payment (20%)

An initial advance payment equivalent to 20% of the total quoted price shall be made upon signing of the agreement and submission of an Advance Payment Guarantee as per format in the Bid Document.

2. Milestone 1 – UAT Completion (30%)

A payment of 30% of the total quoted price shall be released upon successful completion and sign-off of User Acceptance Testing (UAT).

3. Milestone 2 – Post Go-Live (30%)

A payment of 30% of the total quoted price shall be released 45 calendar days after successful live execution, provided the system remains operational without any reported defects or errors.

4. Final Payment (15%)

A payment of 15% of the total quoted price shall be released six (6) months after successful live execution, provided the system remains operational without any reported defects or errors.

5. Retention (5%)

A retention amount of 5% of the total quoted price shall be withheld and released at the end of the three (03) year warranty or maintenance period, provided all contractual obligations are satisfactorily fulfilled.

Note : Quoted Warranty, Support and Maintenance costs will be released monthly wise at the end of the relevant month.

- c. Specify any additional fees for maintenance, support, hosting, and optional post-launch enhancements, including training sessions and extended warranty options.

- d. Include costs for implementing web security measures such as encryption, penetration testing, and backup systems.
- e. Fixed Pricing: The payment structure is not based on a percentage of the per-ticket price of the sold tickets but follows a fixed pricing model as agreed upon in the contract.

10. Confidentiality and Data Security:

- a. Ensure the confidentiality of company data during and after the project.
- b. Implement necessary security measures to protect customer information, website integrity, and secure data transmission.
- c. Comply with data protection laws (e.g., GDPR) and local regulations during e-commerce integration and data handling.
- d. Conduct regular penetration testing and vulnerability assessments to maintain the security of the website.
- e. Ensure proper encryption protocols are in place for sensitive data storage and transmission.
- f. Provide a data recovery plan and maintain regular backups to safeguard against data loss.

11. Contract Duration and Renewal:

- a. Define the duration of post-launch maintenance and support services, including updates to accessibility standards, web security measures, and performance optimizations.
- b. Provide options for contract renewal for ongoing support after the initial maintenance period, including optional services such as training updates, penetration testing, and scalability enhancements.

12. Bidder Qualifications:

- a. The bidder must have a minimum of 3 years of experience in Mobile Application design, content creation & migration, and API integration. The bidder is required to provide records of past projects and purchase orders (POs) as proof of experience. Experience in designing websites for State-Owned Organizations will be considered an advantage.
- b. Submit examples of past work relevant to this project, with a focus on those demonstrating adherence to accessibility standards (e.g., WCAG compliance) and secure e-commerce implementations.

- c. Bidders must outline their proposed team composition, specifying roles such as designers, developers, content managers, and security specialists. Include the qualifications and experience of key team members.
- d. The bidder is responsible for providing initial photographs for the website. Photography arrangements and sourcing will be managed on the bidder's side.
- e. Submit a detailed work plan and methodology, including timelines, deliverables, and milestones for the project.
- f. Specify the equipment and software tools that will be used for the project, ensuring they align with industry standards.
- g. Financial Capabilities: Provide evidence of financial stability, such as audited financial statements or bank guarantees, to demonstrate the capacity to complete the project.
- h. Proposal: Include a comprehensive proposal covering all aspects of the project, such as technical solutions, innovative approaches, and compliance with the outlined requirements.
- i. The bidder is not permitted to request any commission or percentage from sales generated through the platform. All payments for the project must be clearly defined and fixed.
- j. Sustainability Commitment by Demonstrate a commitment to sustainability by Proposing environmentally friendly web hosting solutions (e.g., green data centers), Highlighting efforts to minimize the digital carbon footprint of the website (e.g., optimizing code and reducing bandwidth usage) & ensuring ethical labor practices throughout project execution.

13. Service Levels:

- a. Define expected service levels, such as response time for support requests, uptime guarantees, and issue resolution times.
- b. Specify different severity levels for support issues (e.g., high, medium, low) and corresponding response times, ensuring compliance with the Service Level Agreement (SLA).
- c. Include provisions for regular performance and security audits, addressing issues like accessibility failures, SEO concerns, and data security vulnerabilities within agreed timeframes.

14. Functional Requirements

No	Requirement	Bidder Response (Complied / Not Complied)
01	User Management	
	The system shall support multiple roles (e.g., admin, editor/ Internal Users, viewer).	
	Admins can create, edit, and delete user accounts.	
	Internal users have personalized dashboards and activity logs.	
02	Content Management & Administration Panel	
	Easy-to-use content creation, publish tools, editing, and deletion functionalities.	
	Rich-text editors for content and multimedia integration.	
	Version control for reverting to previous content states.	
	Ensure multilingual content integrity (Sinhala, Tamil, English).	
03	Digital Ticketing & Booking	
	Comprehensive ticket reservation system supporting multiple ticket types and categories, along with cumulative footfall tracking.	
	QR Code-Based Check-in: Users receive a digital ticket with a QR code for contactless entry and verification at different access points.	
	Seamless integration with secure payment gateways and ticket issuance (QR codes or unique reference numbers). Real-time availability tracking and user notifications for sold-out or rescheduled events	
	Group & Family Packages: Special booking options for families, corporate visitors, and group travelers.	

	Multi-Activity Booking: Users can bundle multiple activities (e.g., observation deck + pixel bloom) in a single transaction.	
	Booking History & Rebooking: Users can view their past purchases and rebook with a single tap.	
	Category-wise Calendar Bookings: Separate event and business unit schedules.	
04	Navigation & Wayfinding	
	Interactive 3D Maps: A real-time map of the Lotus Tower and its surroundings, highlighting key attractions, facilities, and exits.	
	Augmented Reality (AR) Guide: Visitors can scan QR codes or use AR-enabled wayfinding to receive information about different floors and attractions.	
	Indoor GPS & Location Tracking: Assists visitors in finding nearby amenities, dining areas, and event venues within the tower.	
05	Integration with Other System	
	Accurate synchronization of financial data (e.g., ticket sales, refunds, and revenues, e commerce inventory) among the ticket reservation system & Platform and the ERP financial module.	
	Day End updates to the ERP system for all transactions made through the online ticket reservation system & E commerce Platform.	
	Automated generation of financial reports in the ERP system, reflecting online ticket sales and related transactions.	
	Integration with other systems including car Park, Ticketing Systems, Web site & others	

06	Visitor Feedback & Support	
	Real-time Customer Support: Users can chat with support agents for assistance with bookings, navigation, and other queries.	
	Feedback & Ratings: Visitors can rate attractions, dining experiences, and services, helping improve operations.	
	AI Chatbot Assistance: An AI-powered chatbot for answering common visitor questions, reducing wait times for customer support.	
	Incident Reporting: Visitors can report lost items, security concerns, or service issues directly through the app.	
07	Multilingual Support	
	Language Selection: The app will be available in English, Sinhala, and Tamil, ensuring accessibility for all visitors.	
	Real-time Language Switching: Users can switch between languages easily within the app.	
	Voice & Text Translation: AI-powered text and voice translation for better communication with international visitors.	
08	Social Media Integration	
	Links/Embedded posts to share content on major platforms.	
	Embedding feeds and engaging widgets (e.g., News, Tickets, Event Countdown).	
09	Reporting and Analytics	
	Provides insights into user behavior, traffic, and conversion rates.	
	Customizable dashboards for monitoring KPIs.	

15. Non-Functional Requirements

No	Requirement	Bidder Response (Complied / Not Complied)
01	Performance	
	Faster loading time and smooth operating and fluid navigation.	
	Handles Low end mobiles/ Tabs without noticeable lag.	
	Ensures fast and smooth response times for user interactions.	
02	Scalability	
	Capable of scaling to accommodate increasing users and data.	
	Supports infrastructure upgrades seamlessly.	
03	Security	
	Follows OWASP guidelines to mitigate vulnerabilities.	
	Implements Email, Social Media logins, and robust authentication (2FA).	
	Conducts regular penetration testing and vulnerability assessments.	
04	Usability	
	User-friendly interface and navigation for diverse users.	
	Provides detailed documentation for system features.	
05	Compatibility	
	Compatible with major Android and iOS and devices.	
	Integrates well with third-party tools and APIs.	

16. System Support and Maintenance

No	Requirement	Bidder Response (Complied / Not Complied)
01	Initial Setup	
	Setting up database, server, and basic configurations.	
	App publication and analytics tool configurations.	
02	Support & Maintenance	
	Availability of 24/7 technical support and helpdesk.	
	Scheduled updates to enhance performance and security.	
	Clear definition of regular updates and backups.	
	Detailed SLA for uptime and issue resolution.	
03	Cost Transparency	
	Transparent billing for maintenance and upgrades.	
	Avoidance of hidden fees in contracts.	
04	Vendor Reputation	
	Positive feedback and case studies of past projects.	
	Proven track record in handling similar-sized websites.	
05	Training and Documentation	
	Comprehensive training for administrators and internal users.	
	Detailed system manuals and troubleshooting guides.	

Eligibility Requirement: Bidders must achieve a minimum score of 70% across all categories to be eligible for consideration.

Name of the Bidder :

Authorized Signature :

Company Seal :

Bidder Evaluation Criteria

The bidder shall meet all the mandatory requirements outlined in the bidding documents to qualify for technical and financial evaluation. Bidders that do not meet the minimum requirements will not proceed to the technical and financial evaluation stages.

All substantially responsive bids will be evaluated and scored using a set of evaluation criteria. The scores for both technical and financial proposals will be distributed in a 60/40 ratio. A total score of 60% will be allocated to the technical proposal, while 40% will be allocated to the financial proposal. The bidder with the highest total score after the evaluation process will be awarded the contract.

No.	Description of Criteria	Weighting Scores	Max Score
1	General Experience of the Firm – The firm should have provided Mobile Apps and System development solutions, including Android and iOS, API integration, with an annual total contract value exceeding Rs. 10 million. Attach supporting documents.	3 Marks per year	15
2	Experience in Similar Projects – The firm should have implemented at least four (4) similar mobile app development. System contracts where the contract value exceeds Rs. 7 million in the past three years (public/private sector). Attach supporting documents.	5 Marks per contract	20
3	Key Staff Qualifications and Experience – At least three (3) key staff members with relevant qualifications and experience in software development, IT infrastructure, or security systems. Attach CVs and certificates. - Degree/Diploma in IT, Engineering, or related field – 5 Marks per staff - Professional Certification in relevant fields (e.g., Mobile App development, API integration,		10

	cybersecurity, database management) – 3 Marks per staff		
4	Client References – At least four (4) reference or recommendation letters from reputable clients on official letterheads. These should be different from award letters, engagement letters, or contracts.		10
5	System Functionality & Compliance with Requirements – The proposed mobile application must meet the functional and technical requirements, 6 System Functionality & Compliance with Requirements – The proposed mobile application must meet the functional and technical requirements.		20
6	Financial Stability – Submit audited financial statements for the last three (3) years, showing an average turnover of at least Rs. 15 million.	12 Marks	10
7	Provide Manufacturer Authorization for provided equipment and hardware devices		15
TOTAL SCORE		100	

Note: Only bidders who score 70% and above in the technical evaluation will proceed to the financial evaluation. Those scoring below 70% will be disqualified from further consideration.

Pricing Schedule

S/N	Description	Amount Excluding VAT (LKR)
01	Mobile Application development (Android, iOS)	
02	E-commerce & Social Media Integration, API integration, Ecommerce integration.	
03	User Manuals & Training	
04	Any other charges (Please specify, if applicable)	
05	Warranty, Support and Maintenance (Year 01)	
06	Warranty, Support and Maintenance (Year 02)	
07	Warranty, Support and Maintenance (Year 03)	
08	TOTAL OF MAIN OFFER (Total of 01 to 07) Excluding VAT	
09	SSCL (if Applicable)	
10	VAT 18% (if Applicable)	
11	GRAND TOTAL WITH TAXES (08 +09+10)	

Name of the Bidder :

Signature of Authorized Person :

Company seal:

Additional details required for Information/evaluation purposes.

S/N	Description	Amount Excluding VAT (LKR)
1	Warranty, Support and Maintenance (Year 04)	
2	Warranty, Support and Maintenance (Year 05)	
3	Warranty, Support and Maintenance (Year 06)	
4	Warranty, Support and Maintenance (Year 07)	
5	Warranty, Support and Maintenance (Year 08)	

Name of the Bidder :

Signature of Authorized Person :

Company seal:

Section VII. General Conditions of Contract

A. General Provisions

1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a. “Contract” means the Contract Agreement signed by the Parties, 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 Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - f. “GCC” means the General Conditions of Contract.
 - g. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
 - h. “Employer” means the entity who employs the Service Provider
 - i. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
 - j. “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
 - k. “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
 - l. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- m. “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- n. “The Project Site,” where applicable, means the place named in the SCC.
- o “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- p. “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- q. “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- r. “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

1.2 Applicable Law The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.

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

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

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

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

1.7 Inspection and The Service Provider shall permit the GOSL to inspect its accounts and

Audit by the Bank records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.

1.8 Taxes and Duties The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

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

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other

benefit or to avoid an obligation;

- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

2.6.2 By the Service Provider

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.6.3 Suspension of Loan or Credit

In the event that the GOSL suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such

suspension within 7 days of having received the GOSL suspension notice.

- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment
upon
Termination**

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

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

**3.2.1 Service
Provider
Not to
Benefit
from
Commissio
ns and
Discounts.**

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

3.2.2 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

3.5 Service Provider's Actions Requiring Employer's Prior Approval

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

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

3.6 Reporting Obligations

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

**3.7 Documents
Prepared by the
Service
Provider to Be
the Property of
the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated
Damages**

**3.8.1 Payments of
Liquidated
Damages**

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

**3.8.2 Correction
for Over-
payment**

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

**3.8.3 Lack of
performance
penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance
Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in Bank Guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price is payable in Sri Lankan Rupees.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Period allocated for Payments** Payments shall be made within the period specified in the SCC
- 6.6 Day works**
- 6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.6.3 Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a

decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed in terms of section 8.2.1.

Section VIII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The contract name is; Development of the Colombo Lotus Tower (CLT) Mobile Application The contract number; CLT/S/SER/RFB/25/18
1.1(h)	The Employer is; Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd
1.3	The language is English
1.4	Notices shall be given to the Authorized Representative stated in SCC 1.6
1.6	The Authorized Representatives at the commencement of this contract are: For the Employer: Manager - CLTMC For the Service Provider: The parties may amend the above on notifications in writing signed by the Chief Executive officer of the respective institution.
2.1	The date on which this Contract shall come into effect is The date of signing of the contract (Effective date)
2.2.2	The Starting Date for the commencement of Services is 7 days from the effective date.
2.3	The Intended Completion Date is 12 Weeks from the commencement date of the contract.
3.5(d)	No other actions
3.7	Restrictions on the use of documents prepared by the Service Provider are: None
3.8.1	The liquidated damages rate is 0.5 percentage (0.5%) of the Contract price per week. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2	The amount in local currency is : Sri Lanka Rupees
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	Payments shall be made according to the following schedule:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Payment Terms</p> <p>1. Advance Payment (20%) An initial advance payment equivalent to 20% of the total quoted price shall be made upon signing of the agreement and submission of an Advance Payment Guarantee as per format in the Bid Document.</p> <p>2. Milestone 1 – UAT Completion (30%) A payment of 30% of the total quoted price shall be released upon successful completion and sign-off of User Acceptance Testing (UAT).</p> <p>3. Milestone 2 – Post Go-Live (30%) A payment of 30% of the total quoted price shall be released 45 calendar days after successful live execution, provided the system remains operational without any reported defects or errors.</p> <p>4. Final Payment (15%) A payment of 15% of the total quoted price shall be released six (6) months after successful live execution, provided the system remains operational without any reported defects or errors.</p> <p>5. Retention (5%) A retention amount of 5% of the total quoted price shall be withheld and released at the end of the three (03) year warranty or maintenance period, provided all contractual obligations are satisfactorily fulfilled.</p> <p>Note : Quoted Warranty, Support and Maintenance costs will be released monthly wise at the end of the relevant month.</p> <p>Payments will be released only upon the successful completion of the said service and upon receipt of the invoice with the acceptance certificate of the same by the Review Committee of the project.</p>
6.5	Payment shall be made within twenty (20) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within thirty (30) days in the case of the final payment.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>Not applicable</p>
8.2.4	Arbitration shall be heard in Sri Lanka in accordance with the Arbitration Act of Sri Lanka.

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