



DEPARTMENT OF LABOUR SRI LANKA

REQUEST FOR PROPOSALS (RFP)

Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour

Contract Number: FG/TB/53/2021

May 2023

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SECTION 1: LETTER OF INVITATION

1. Departmental Consultant Procurement Committee (DCPC) now invites proposals for **Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour - FG/TB/53/2021**. More details on the services are provided in the Terms of Reference attached.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies described in the latest version of the Consultant Selection Guidelines, of Government of Sri Lanka (GOSL).
4. The RFP includes the following documents:
 - Section 1: Letter of Invitation
 - Section 2: Information to Consultants (including Data Sheet)
 - Section 3: Technical Proposal - Standard Forms
 - Section 4: Financial Proposal - Standard Forms
 - Section 5: Terms of Reference
 - Section 6: Standard Forms of Contract
5. Please inform us in writing/ via email within three (03) working days at the following address, upon receipt:
 - i. That you received the letter of invitation and
 - ii. Whether you will submit a proposal
6. The proposal submission address is indicated below and Proposals must be submitted no later than the **2.00 pm on 23rd June 2023**.

Yours sincerely,

B.K. Prabath Chandrakeerthi

Commissioner General of Labour

Department of Labour,

Colombo 05.

Phone: +94 11 2104837, Fax: +94 11 2581393,

Email: dol.fin.procurement@gmail.com

SECTION 2: INSTRUCTIONS TO CONSULTANTS

1. Definitions

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

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

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/ organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional

information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will in a timely manner provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

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

Conflict of Interest

1.6 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services

resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments

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

Conflicting Relationships

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

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to

disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

Unfair Advantage

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

Fraud and Corruption

- 1.7 The GOSL requires that all Clients, as well as Consultants participating in these projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a Contract. In pursuance of this policy, the GOSL;
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a

public official in the selection process or in Contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Borrower/ Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will cancel the portion of the loan allocated to a Contract if it determines at any time that representatives of the Client or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Client having taken timely and appropriate action satisfactory to the GOSL to remedy the situation.
 - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time determines that the Consultant has, directly

or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract; and

- (e) will have the right to require that, in Contracts financed by the GOSL, a provision be included requiring Consultants to permit the GOSL to inspect their accounts and records and other documents relating to the submission of proposals and Contract performance, and have them audited by auditors appointed by the GOSL.

1.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GOSL in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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

Origin of Goods and Consulting Services

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any Country except if:

- (i) as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that Country or any payments to persons or entities in that Country.

Only One Proposal	1.11	Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity	1.12	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
Eligibility of Sub-Consultants	1.13	In case a shortlisted Consultant intends to associate with consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
2. Clarification and Amendment of RFP Documents	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-Consultancy, it may associate with either (a) non-shortlisted Consultant(s) or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet,

but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

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

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/

Professional staff who participated, duration of the assignment, Contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical

approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal

containing financial information may be declared non responsive.

Financial Proposals

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

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at Contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so, indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal

must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3 and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 And in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/ TA number and the name of the assignment and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 23RD JUNE 2023.**" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will

constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal

and the Contract in accordance with the instructions given under para. 6 of these Instructions.

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

- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee

shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

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

written authority to negotiate and conclude a Contract.

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|---|-----|---|
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s Country and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Financial Proposal – Standard Forms of Section 4 of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not |

consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

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|---------------------------------------|-----|---|
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, the award of the Contract, shall be promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the GOSL's antifraud and corruption policy. |

2. Data Sheet

Paragraph Reference	
1.1	Name of the Client: Department of Labour Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: YES - Technical and Financial proposals are requested in separate envelopes Name of the assignment is: Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour Contract No.: FG/TB/53/2021
1.3	A pre-proposal conference will be held: YES Date: 8th June 2023 Time: 10.00 AM The Client's representative is: Commissioner General of Labour Venue Address: 4th Floor Auditorium, Labour Secretariat Building, Department of Labour, Colombo 05, Sri Lanka. Telephone: +94 11 2104837 Facsimile: +94 11 2581393 Email: dol.fin.procurement@gmail.com
1.4	The Client will provide the following inputs and facilities: The Department of Labour will provide; <ul style="list-style-type: none"> a desk space at the Department premises for the Consultant copies of all relevant documentation, such as government policy and regulatory / legislative documents relevant to the assignment to the Consultant
1.5	Proposals must remain valid Ninety-One (91) days after the submission date, i.e., until: 22nd September 2023
2.1	Clarifications may be requested not later than 07 days before the submission date. The address for requesting clarifications is: Commissioner General of Labour Department of Labour, Colombo 05. Phone: +94 11 2104837, Fax: +94 11 2581393, Email: dol.fin.procurement@gmail.com
3.1	Proposals shall be submitted in the following language: English

Paragraph Reference	
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: NO
3.3 (b)	Estimated duration for the project: 16 weeks
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: NO
3.7	<p>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: YES</p> <p>All taxes other than VAT (if any) shall be paid by the Consultant and shall include same in the price proposal. Client will not reimburse any such taxes separately.</p> <p>The Consultant, the Sub-Consultants and the Personnel shall have to bear all direct/ indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Consultant, the Sub-Consultants and the Personnel. For details, please refer to Department of Labour web site; www.labourdept.gov.lk</p>
3.8	Consultant to state local cost in the National currency only: YES
4.3	<p>Consultant must submit the <u>Original</u> and <u>02 copies</u> of the Technical Proposal, where one copy should be in digital format (<u>copied to a CD in pdf</u>) and the <u>Original</u> of the Financial Proposal.</p> <p>The above is in addition to the information specified in the Section 4.3: Instructions to Consultants.</p> <p>Note: Technical and Financial Proposals should be submitted in <u>TWO separate sealed envelopes</u> and should be clearly marked as;</p> <p>“Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour - FG/TB/53/2021” Original and Copy appropriately</p> <p>“Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour - FG/TB/53/2021” at the top left-hand corner respectively.</p> <p>Proposals submitted via email are not accepted.</p>

Paragraph Reference													
4.5	<p>The Proposal submission address is: Commissioner General of Labour Department of Labour, Colombo 05.</p> <p>Proposals must be submitted no later than the following date and time: Date: 23rd June 2023 Time: 2.00 pm.</p>												
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table><tr><td>(i)</td><td>Specific experience of the Consultant firm relevant to the assignment</td><td>05</td></tr><tr><td>(ii)</td><td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference a) Technical Approach and Methodology 15 b) Work Plan 10 c) Organization and Staffing 20 d) Support and Maintenance 05</td><td>50</td></tr><tr><td>(iii)</td><td>Key professional staff qualifications, skills and experience relevant to the assignment a) Project Manager 05 b) Software Architect 06 c) Senior Business Analyst (02) 18 d) Network / System Architect 16 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights; i General Qualifications 30 % ii Adequacy for the assignment 60 % iii Experience in region and Language 10 % Total weight 100%</td><td>45</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table>	(i)	Specific experience of the Consultant firm relevant to the assignment	05	(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference a) Technical Approach and Methodology 15 b) Work Plan 10 c) Organization and Staffing 20 d) Support and Maintenance 05	50	(iii)	Key professional staff qualifications, skills and experience relevant to the assignment a) Project Manager 05 b) Software Architect 06 c) Senior Business Analyst (02) 18 d) Network / System Architect 16 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights; i General Qualifications 30 % ii Adequacy for the assignment 60 % iii Experience in region and Language 10 % Total weight 100%	45		Total	100
(i)	Specific experience of the Consultant firm relevant to the assignment	05											
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference a) Technical Approach and Methodology 15 b) Work Plan 10 c) Organization and Staffing 20 d) Support and Maintenance 05	50											
(iii)	Key professional staff qualifications, skills and experience relevant to the assignment a) Project Manager 05 b) Software Architect 06 c) Senior Business Analyst (02) 18 d) Network / System Architect 16 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights; i General Qualifications 30 % ii Adequacy for the assignment 60 % iii Experience in region and Language 10 % Total weight 100%	45											
	Total	100											
5.6	<p>The single currency for price conversions is: Not Applicable</p> <p>The Consultants are allowed to quote total cost for the assignment only in Sri Lankan Rupees</p>												
5.7	<p>The formula for determining the financial scores is the following:</p> <p>Sf = 100 x Fm/ F, in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.</p>												

Paragraph Reference	
	The weights given to the Technical and Financial Proposals are: T = 0.8, and P = 0.2
6.1	Expected date and address for Contract negotiations: -
7.2	Expected date for commencement of consulting services: -

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

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

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

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

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

A On the Terms of Reference

B On the Counterpart Staff and Facilities

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

TECH-5 Team Composition and Task Assignments

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

TECH-7 Staffing Schedule

TECH-8 Work Schedule

Form TECH-1: Technical Proposal Submission Form

Date

Commissioner General of Labour
Department of Labour,
Colombo 05.
Sri Lanka.

Dear Sirs,

We, the undersigned, offer to implement the ‘Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour - FG/TB/53/2021’ in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]²

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

2 [*Delete in case no association is foreseen*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

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

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

Describe experiences in similar consultancy services with the following components in relation to the project(s)	
i. A. High level architecture. (Submit the diagram)	
B. State whether the micro services architecture and the technologies were used.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes elaborate how it was done.	
ii. State whether the middle-ware components, SOA concepts (such as APIs) and enterprise software architecture best practices were used in the above project(s).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes elaborate how it was done.	
iii. Elaborate how you had met non-functional requirements in the above project(s) in following areas.	
A. Security	
B. High Availability	

<i>C. Performance</i>
<i>D. Scalability</i>
<i>E. Testability</i>
<i>F. Code Reusability</i>
<i>G. Other</i>
iv. <i>State whether the multi tenancy application architecture was used in the above project(s).</i>
<input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
<i>If yes elaborate how it was done.</i>

v. <i>State the Open Source products which were used for the application development in the above project(s).</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes elaborate how it was done.</i>
vi. <i>Elaborate use of QA tools and methodologies/approaches in the above project(s).</i>
vii. <i>State whether the Docker/ container was used in the above project(s).</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes elaborate how it was done.</i>
viii. <i>State whether the DevOps practices including monitoring, configuration management used in the above project(s).</i>

<input type="checkbox"/> <i>Yes</i>	<input type="checkbox"/> <i>No</i>	
<p><i>If yes elaborate how it was done.</i></p>		
<p><i>ix. Elaborate how support and maintaining was provided in the above project(s).</i></p>		
<p><i>x. State whether the hybrid mobile application was done in the above project(s).</i></p>		
<input type="checkbox"/> <i>Yes</i>	<input type="checkbox"/> <i>No</i>	
<p><i>If yes elaborate how it was done.</i></p>		
<p>Description of actual services provided by your staff within the assignment.</p>		
#	Staff composition	Speciality area(s)
1		
2		
3		
4		
5		
6		

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

a) *Technical Approach and Methodology:*

In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also list the potential standards, protocols & specifications you may adopt and highlight the compatibility of these with the proposed architecture. It is also necessary to list the best practices and the Consultant should describe the approach adopted to ensure the Code Reusability.

b) *Work Plan.*

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

c) *Organization and Staffing*

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

d) *Support and Maintenance*

In this chapter you should propose the approach for 3 years support and maintenance of the system, to meet the objectives of the SLA specified in Annex 4 – Service Level Agreement for support and maintenance. You should describe the support services offer and resource personnel you expect to allocate as well.

Form TECH-5: Team Composition and Task Assignments

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

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

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

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Experience in the specific role:** [*List the projects; specifically mention the Open Source technology related experience*]: _____

9. Experience specific to the assignment: *[List the projects; specifically mention the Open Source technology related experience]*:__

10. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing (for Project Managers, Business Analysts and Trainers)]*: _____

11. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held,.]*:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

12. Qualification of the Consultant <i>[Refer Section 5 of TOR, List qualifications to meet the minimum requirement or preferably more]</i>	13. Work Undertaken that Best Illustrates the Qualification <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability (Section 12) to handle the tasks listed under TECH-5]</i>
---	--

	Name of assignment or project: Client: Duration: Location: Brief description of the projects: Positions held: Technologies used:
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member] *Day/ Month/ Year*



Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home] [Field]																	
2																			
3																			
n																			
Subtotal																			
Local																			
1		[Home] [Field]																	
2																			
3																			

n																	
											Subtotal						
											Total						

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8: Work Schedule

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

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

Form FIN-1: Financial Proposal Submission Form

Date

Commissioner General of labour
Department of Labour,
Colombo 05.
Sri Lanka.

Dear Sirs,

We, the undersigned, offer to implement the ‘Consultancy for comprehensive system study, business process reengineering, and proposing new ICT solutions to the Department of Labour - FG/TB/53/2021’ in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of VAT and inclusive of all the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

..... We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution

From FIN-2: Summary of Costs

Cost Components	Unit (1)	No of Units (2)	Unit Cost (LKR) (Excluding VAT) (3)	Total Cost (LKR) (Excluding VAT) (4) (4) = (2) x (3)
Identify and develop the Business Process Improvement & Study and develop the technical document			
Provide the Consultancy support to the system development	Month	01
		
		
		
Total Cost			

Note: *Consultant shall quote the Total Cost only in Sri Lankan Rupees.
All the Taxes other than VAT shall be included to the Proposal Price.*

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____
Cost component	Costs- excluding taxes
Remuneration ⁵	
Other Expenses ⁵	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Other Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
Local Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

Form FIN-5: Breakdown of Other Expenses

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.

Appendix

Financial Negotiations - Breakdown of Remuneration Rates (Not to be used when cost is a factor in the evaluation of Proposals)

SECTION 5: TERMS OF REFERENCE

Introduction

The Department of Labour, which is under the Ministry of Labour, is the main government institution established to ensure the rights and social security of employees in semi government and private sectors. Department of Labour consists 13 Principle Divisions, 11 Zonal Labour Offices, 40 District Labour Offices, 17 Sub Labour offices and 10 District Factory Inspecting Engineer's Offices. The key functions of the Department of Labour can be listed as below.

- Enforcement of Labour Laws to protect the right of the workers
- Settlement of industrial disputes to maintain industrial peace within the country
- Creating awareness among the working community regarding labour laws and promotion of social dialogue to establish industrial peace in the country
- Maintain the labour standards of different industries
- Registration of Employers and Employees under the Employees' Provident Fund (EPF), payment of its benefits and supervision of Approved and Private Provident Funds
- Enforcement of laws pertaining to the security of women, children and young persons in employment
- Introduction of methodologies to be followed to ensure security and health in industries and creating awareness and supervision of the same

1. Background

The mission of the Department of Labour is to contribute to the socio-economic development of Sri Lanka through establishment of a decent work environment within secured industrial peace, while protecting labour rights. Therefore, the department plays a vital role in Sri Lanka daily by interacting with general public to fulfil their needs and inquires. It was identified that the department has to be considered as a system and propose a wholistic approach for digital transformation of the department.

2. Current situation and Key problems

The below mentioned Information System (IS) solutions currently operating in the Department of Labour.

- **EPF Claim Processing System:** This system connects all the labour offices island wide with the Head Office through a VPN lease line and it includes EPF Claim processing for several reasons under 3 main categories as Full Claim (K), 30% Claim (S) and Death Claim (L) with an SMS facility. (It consists a Disaster Recovery System as well which is not working currently because of some technical issues.)
- **EPF Monitoring System:** This system includes area wise company details and Central Bank EPF Contribution Details monitoring process (counting surcharges and printing notices).
- **EPF Employer/ Employee Registration System**
- EPF Member Fingerprint, National Identity Card, Face Image Capturing System (EPF Member Re-registration)
- **Queue Management System** which is currently using for the Claim division at the head office

- **LISA System:** This is a web-based system (lisa.labourdept.gov.lk) which consists of 6 modules such as Complaint Module, Legal Module, Inspection Module, Circuit Program Module, OSH Module and Management Module. But not using properly due to some technical issues.

These systems were not integrated properly to maximize the efficiency of workflow. Also, they are with some technical issues as well as they are not fulfilling the departmental requirement as whole. Most of those systems are obsolete from hardware as well as the software perspective. And also, there are some core functions of the department which are not included any of these systems.

3. Objective of the digitalization of the Department of Labour

The main objective of this project is to design and develop an information system for maintain the beneficiaries to increase the efficiency and effectiveness of department of labour to ensure the availability of data in digital form for preservation, analysis and reporting.

4. Objective of the Assignment

The objectives of this assignment are to:

1. Conduct a comprehensive system study in order to document the business processes Improvement and propose a new ICT solution accordingly. The solution should meet all functional and technical requirements including hardware and networking requirements of Department of Labour.
2. Prepare documents that will enable Department to select a software solution provider on competitive basis
3. Prepare a Change management plan, Responsibility matrix, Risk Management plan, Contingency Management and Disaster Recovery Management plan, Information Security plan and Implementation and rollout plan

5. Scope of the Assignment

The principal tasks of the assignment are given below:

- 5.1 To undertake a study encompassing the needs of all stakeholders to determine the information and communication technology and information system requirements of department of Labour to be detailed in a “Detailed System Requirement Specification” document. This should have the service definitions, which were identified from the study as per the Service Oriented Architecture (SOA) concepts. This should enable the Software Developer to develop the system components for the business requirements identified.
- 5.2 To develop detail specification of Hardware, Network and Software requirements to implement the solution and indicative costs of hardware, network and software and the annual maintenance cost. The consultant should provide justifications on the numbers decided for equipment, work load of the solution and to the expected output of the proposed system.
- 5.3 Consultant should study the current all functionalities of Department of Labour, and Highlevel functions of the Department of Labour mentioned in the Annex 01. while those functions and related process improvement and process enhancements.

- 5.4 Consultant should study the supporting functions of the Department of Labour and propose the solutions for those functions and should have a mechanism to integrate with the core functions of the Department. (Refer Annex 2)
- 5.5 To develop the detailed software requirements specifications (DSRS)
- 5.6 To assess the changes that would occur due to the new system and prepare a Change Management Plan, Responsibility matrix, Risk Management plan, Contingency Management and Disaster Recovery Management plan, Information Security plan
- 5.7 The consultant should prepare a Hardware, Network and Software requirement specification to implement system as well as the TOR for software developer.
- 5.8 The Consultant shall complete the entire assignment within 18 weeks from the commencement of work. The Consultant shall produce the following deliverables at specified milestones (not necessary in the sequential order shown here):
- 5.9 After completing the Task 01, consultant should collaboratively work with the service providers of other development applications, provide consultation support to the department when the systems are developing, should review the deliverables and provide acceptance for the deliverables as a member of project review committee. If necessary, consultant should briefly describe the below documents to the particular selected vendors.

The definitions of the Deliverables are detailed in the Section 7.

No		Major Milestones	Due Date	Deliverables	Payments
1	Task 01	Study Initiation	0 week	-	-
2		Inception Report	2 week	The inception reports should, at minimum, address the following for each of the key components. •Detail proposed Work plan •Project schedule (E.g. MS Project •Format, Open Project Format, etc) with individual deliverables and milestones identified.	10% total contract value (Upon accepting the deliverables)
3		Draft Business Process Document	10 weeks	1. Draft Business Process Document This document should depict all current activities of Department of Labour	20% total contract value (upon accepting the deliverables)

4		Draft Detailed Software Requirement Specification	14 weeks	1. Final Business Process Improvement Document. 2. Draft Detailed System Requirement Specification Report(DSRS) This document should include the information System requirements of that are identified based on the System Study carried out. 3. Propose solution for the supporting functions.	20% total contract value (upon accepting the deliverables)
5		Final Detailed Software Requirement Specification and Estimation of Hardware Requirement	16 weeks	1. Final DSRS 2. Estimated Hardware, Network and Software Requirement 3. TOR for developing the new system	20% total contract value (upon accepting the deliverables)
6		Change Management Plan, Responsibility matrix, Risk Management plan, Contingency Management and Disaster Recovery Management plan, Information Security plan	18 weeks	Change Management Plan Responsibility matrix. Risk Management plan. Contingency Management and Disaster Recovery Management plan. Information Security plan.	20% total contract value (upon accepting the deliverables)
7	Task 2	Provide consultation for the entire developing projects.	One year	Time sheet	%10total contract value (quarterly)

6. Definitions of the Deliverables

The following are the definition of the deliverables which are required for the assignment.

Deliverable : Assignment Inception Report
Due Date : 2 weeks from signing the contract

The inception reports should, at minimum, address the following for each of the key components identified in section 6:

1. Detail proposed work plan
2. Project schedule (E.g. MS Project format) with individual deliverables and milestones identified

- i. **Deliverable** : **Business Process Improvement Document**
 Due Date : **14 weeks from signing the contract**

This document should describe all current activities and processes of Department of Labour. Document should describe and identify inputs, outputs, work flow, dependencies, impacts, risks etc. for each activity and process.

- **Deliverable** : **Detailed System Requirement Specification (DSRS) Document**
 Due Date : **16 weeks from signing the contract**

The requirements should address all the key areas specified below:

- This document should include the Functional and Nonfunctional System requirements of core functions of the System of Department of Labour that are identified based on the System Study carried out.
- Should identify the required process improvements and need to get the approval from process owners and review committee
- Should construct use cases, activity diagrams etc. for the functions and Processes identified.
- Should follow the Use Case Definitions of the Business Processes and functions in the System. Should at minimum include
 - *Requirement ID:*
 - *Description of Service-*
 - *Inputs required by the Service-*
 - *Outputs from the service -*
 - *Data to be captured -*
 - *Validations -*
 - *Availability -*
 - *Other services called by this service -*
 - *Pre-conditions and Post-conditions*
 - *Exceptions -*
- Should include the highlevel Data Architecture and Business Modeling.
- Should include a Data Capturing and Migration/Conversion plan.
- Specifications for hardware, network and software requirements for the Proposed Business Processes. Should include the following at minimum;
 - General Requirements (General Features in the proposed system)
 - Network, Hardware Requirements
 - System Performance

- Application Architecture
- Modularity
- Screen Navigation
- Data Manipulation
- Initial Data Entry and Scanning
- Multi UserMulti Tasking
- Batch and Online Processing Environment
- Administrative tools
- Data Import/Export Facility
- Flexibility
- Process Controls
- Documentation
- Back up
- Scalability
- Maintenance by IT Department staff at the Department
- Online Help
- Design Constraints
- Security including DRC

Eg:

Item	Performance
On a Screen: field-to-field navigation	< 5 milliseconds
Screen Navigation: screen-to-screen	< 3 seconds
Screen Refresh	< 3 seconds
Report preview – (all reports) – initial page view (pagination is recommended)	< 30 seconds in most instances. It is understood that complicated / large volume reports may require a longer Period If there are reports which take more than 30 seconds then use an asynchronous mechanism to deliver the report.

- Network and Infrastructure Setup
 - Overview of the proposed system (LAN connectivity, WAN connectivity,
 - Hardware, Communication, Firewall and other Infrastructure set-up)
 - Network layout Map
 - Expected Implementation Plan & Schedule
 - Hardware Requirements
 - Detail Hardware Specifications and estimated costing (as of date of preparation) and justifications to be provided on the output expected.
 - Software and License Requirements for Hardware and estimated costing (as of date of preparation)
 - Security Features
 - Backup process and archiving

- Auditing requirements, reports and reporting workflow
 - System Requirements of Identified Main Modules and Sub Modules,
 - Linkages between other Government and Business stakeholders
 - System Solution Maps
 - Expected Implementation Plan
 - Security Access
 - Audit Facilities
 - Back up and Contingency plan
 - Training
 - Additional Power Requirements should be identified and suggestions to be given as per the Hardware suggested.
 - Cost estimation for identified hardware, network and software requirements
-
- **Deliverable : ToR for new system and ToR other supporting functions**
Due Date : 16 weeks from signing the contract

The TOR to be included in the RFP for the system development should be prepared by the system study consultant. The TOR should include following information:

- ☐ Introduction
 - ☐ Background
 - ☐ Objectives of the System
 - ☐ Scope of the work
 - ☐ Background
 - ☐ Scope of work
 - ☐ Development and Designing
 - ☐ Localization
 - ☐ Deployment
 - ☐ Data Migration
 - ☐ Architectural Requirement
 - ☐ Documentation Requirements
 - ☐ Support and Maintenance
 - ☐ Minimum Qualification and Experience of the Team
 - ☐ List of Deliverables
 - ☐ Time Lines
 - ☐ Inputs by the Department of Labour
 - ☐ Training
 - ☐ Process for Review Outputs
-
- **Deliverable : Change Management Plan**
Due Date : 18 weeks from signing the contract

The change management plan shall at least comprise (not limited to)

- ☐ Communication plan and a training Plan
- ☐ Training need assessment and user skill assessment

- ☐ New organizational Structure
- ☐ Organizations Floor Plan changes

- **Deliverable : Responsibility Metrix**
Due Date : 18 weeks from signing the contract

The Responsibility matrix should describe the level of participation by project team members in completing tasks or deliverables for business processes or the project.

- **Deliverable : Risk Management Plan**
Due Date : 18 weeks from signing the contract

Risk management plan shall at least comprise (not limited to)

- ☐ Risk Assessment and Management plan

- **Deliverable : Contingency Management and Disaster Recovery Management**
Due Date : 18 weeks from signing the contract

Contingency Management and Disaster Recovery Management plan shall at least comprise (Not limited to)

- ☐ Business continuity plan
- ☐ Disaster Recovery plan

- **Deliverable : Information Security plan**
Due Date : 18 weeks from signing the contract

7. Facilities to be provided by the Client

- The Department of Labour will provide a desk space at the Department premises for the Consultant.
- The Department of Labour will provide copies of all relevant documentation, such as government policy and regulatory / legislative documents relevant to the assignment to the Consultant.

8. Minimum Qualifications of Key Professional Staff

The Consultant should give the team of professionals with the curriculum vitae and the team organization which the validity and accuracy of the CVs are very important (Personnel included under this category should be available during the project).

No.	Key Professional Staff	Qualifications		Experience (No. of Years)		
		Academic/ Professional	Role Specific	Proposed Role	SOA/ web services/ integration projects	SQA Process
1	Project Manager	Degree in ICT relevant field or Business Management MBA Professional Certification in Project Management	Experience in Enterprise applications and Government related projects Proficiency in local languages (Sinhala and Tamil) is a must	8	6	6
2	Software Architect	Degree in ICT/ Computer Science and MSc in relevant field	Experience in Enterprise application development, Microservices, Docker based deployment, Hybrid Mobile application development	5	5	5
3	Senior Business Analyst (02)	Degree in ICT relevant field or Business Management MBA or equivalent	<ul style="list-style-type: none"> - Proficiency in local languages (Sinhala and Tamil) is a must - Experience in Enterprise applications Economic and development conditions, where they have worked with government and the private sector as the system designer and the primary implementer of an ICT project, specifically in the areas of systems analysis. - Knowledge of Labour Management systems or similar systems, modern ICT based systems in this domain and an understanding of 	5	3	3

No.	Key Professional Staff	Qualifications		Experience (No. of Years)		
		Academic/ Professional	Role Specific	Proposed Role	SOA/ web services/ integration projects	SQA Process
			problems encountered by citizens and the government organizations will be an added advantage.			
4	Network / System Architect	B.Sc in Computer Science or other similar kind of discipline , possess two or more professional certification on below , CISSP , CCNP , CISM , RHCE , ITIL , CEH , VCP , any other vendor certification covering below technologies , Storage , Firewalls , Servers	<ul style="list-style-type: none"> - Experience in network operations and project delivery - Sound knowledge in network routing and switching, LAN, WAN, MAN, and WLAN technologies - Proven knowledge of supporting and deploying BGP, OSPF, MPLS, PIM, VPLS, and IPVPN environments. - Expert knowledge of defining and documenting complex technical solutions, and effectively communicating these concepts to highly varied audiences - Working closely with other Architects, Developers, Product Managers and Program Managers; and may provide support to more senior staff to ensure the designs align with the technological and business directions of the enterprise 	10	3	3

Service Level Agreement for Support and Maintenance Services

1. Introduction

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

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

2. Objectives of Service Level Agreements

1. To create an environment conducive to a co-operative relationship between Client, Consultant and Client's representatives (Government organizations) to ensure the effective support of all end users.
2. To document the responsibilities of all parties taking part in the Agreement.
3. To define the commencement of the agreement, its initial terms and the provision for reviews.
4. To define in detail the service to be delivered by each party and the level of service expected, thereby reducing the risk of misunderstandings.
5. To institute a formal system of objective service level monitoring, ensuring that reviews of the agreement is based on factual data.
6. To provide a common understanding of service requirements/ capabilities and of the principals involved in the measurement of service levels.
7. To provide a single, easy referenced document which caters for all objectives listed above to all parties.

3. Service Level Monitoring

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

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

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

4. Principal Period of Support (PPS) Requirements

The Consultant must provide support and maintenance services during Support Levels defined below;

PPS category	Support hours		Applicability
PPS1	From	To	For the internal department administration system/ external integrations, API exposed to external departments.
	08:00 a.m.	06:00 p.m.	
	Monday to Friday (excluding Public Holidays)		
PPS2	From	To	Online services offered via portal/ external integrations related to smooth operation of the online services
	08:00 a.m.	10:00 p.m.	
	All days in the week (including Public and Mercantile Holidays)		

5. On-Call Services Requirements

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

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

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

Table 1: Response Priority

Note:

- Fatal - Total system inoperability
- Impaired - Partial system inoperability
- Business Critical - Unable to perform core business functions
- Non-Business Critical - Able to perform limited core business functions

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

6. Problem Resolution and Penalties

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

Maximum ceiling of penalty for a given month is 10% of the monthly support and maintenance price.

Support Level	Business Critical		Non-Business Critical	
	Fatal	Impaired	Fatal	Impaired
PPS1	30 mins LKR 60,000.00 per hour	1 Hours LKR 40,000.00 per hour	1 Hours LKR 30,000.00 per hour	2 Hours LKR 20,000.00 per hour
PPS2	1 Hour LKR 30,000.00 per hour	2 Hours LKR 20,000.00 per hour	2 Hours LKR 15,000.00 per hour	4 Hours LKR 10,000.00 per hour

Table 2: Resolution Time and Penalties

SECTION 6: STANDARD FORMS OF CONTRACT

1. Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, Department of Labour (hereinafter called the “Client”) and, on the other hand, [name of consultant] (hereinafter called the “Consultant”).

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

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received financing from the Government of Sri Lanka (GOSL) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;

- (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

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

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

2. General Conditions of Contract

1. General Provisions

1.1

Definitions

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

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

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “In writing” means communicated in written form with proof of receipt.

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

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

1.4 Notices

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

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

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

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

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

**1.8
Taxes and
Duties**

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

**1.9
Fraud and
Corruption**

1.9.1 Definitions

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

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

**1.9.2 Measures
to be Taken**

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

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

2. Commencement, Completion, Modification and Termination of Contract

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

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

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable

alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

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

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

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

shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

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

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

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

3.3.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.3.3 Prohibition of Conflicting Activities

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

3.4 Confidentiality

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

3.5 Insurance to be Taken Out by the Consultant

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

such insurance has been taken out and maintained and that the current premiums have been paid.

**3.6
Consultant's
Actions
Requiring
Client's Prior
Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

**3.7
Reporting
Obligations**

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

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

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

**3.9
Accounting,
Inspection
and Auditing**

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

4. Consultant's Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the Client

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

5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the

amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

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

6. Payments to the Consultant

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

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

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

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

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

7. Good Faith

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

8. Settlement of Disputes

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

3. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client: Department of Labour, Colombo 05, Sri Lanka.</p> <p>Attention: Commissioner General of labour</p> <p>Facsimile: + 94 11 2581393</p> <p>Email: dol.fin.procurement@gmail.com</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
1.8	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>All taxes other than VAT (if any) shall be paid by the Consultant and shall include same in the price proposal. Client will not reimburse any such taxes separately.</p> <p>The Consultant, the Sub-Consultants and the Personnel shall have to bear all direct/ indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Consultant, the Sub-Consultants and the Personnel. For details, please refer to Department of Labour Website; www.labourdept.gov.lk</p>

2.1	The Effective Date is the date of signing the contract by both parties
2.2	The Date for the Commencement of Services is 7 days from the effective date.
2.3	The time period: 16 weeks
3.6 (c)	The other actions are: None
3.8 (b)	<p>The Consultant shall not use the software related to the solution for purposes unrelated to this Contract without the prior written approval of the Client.</p> <p>Upon termination and/ or the expiration of the Contract, the Consultant shall facilitate transferring of software, licenses, data and any other intellectual property ownership of the solution and all artifacts to the Client without any additional cost. The Consultant shall provide to the Client, the ownership rights in respect of the Client specific components of the solution (licensed software components which are modified to meet the system requirements) as designated by Client, provided there exist no license restrictions affecting transfer of such ownership.</p> <p>The Client and/or its designated entity (end user) should have the right to access, modify, further develop and enhance the system at no cost to the Client or its designated entity (end user) for the customized software components.</p>
6.2	(b) The amount payable in local currency is <i>[insert amount]</i> .
6.4	<p>Payments will be made to the account of the Consultant and according to the payment schedule given below. Payment shall be made after the conditions listed below for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.</p> <p>The accounts are:</p> <p style="padding-left: 40px;">for local currency: <i>[insert account]</i></p>

Payments shall be made only in **Sri Lankan** Rupees according to the following schedule:

Table

Note: ED – Effective Date (Work start date after contract signing)

No	Major Milestones	Due Date	Payments
1	Study Initiation	0 week	-
2	Inception Report	2 weeks	10% total contract value (Upon accepting the deliverables)
3	Draft Business Process Document	10 weeks	20% total contract value (upon accepting the deliverables)
4	Draft Detailed Software Requirement Specification	14 Weeks	20% total contract value (upon accepting the deliverables)
5	Final Detailed Software Requirement Specification and Estimation of Hardware Requirement	16 weeks	20% total contract value (upon accepting the deliverables)
6	Change Management Plan, Responsibility matrix, Risk Management plan, Contingency Management and Disaster Recovery Management plan, Information Security plan	18 weeks	20% total contract value (upon accepting the deliverables)
7	Provide consultation for the entire developing projects.	One year	%10total contract value (quarterly)

All payments will be released for each deliverable upon the acceptance by the Committee appointed by Department of Labour.

8.2 (A) A dispute which cannot be resolved amicably shall be settled in the following manner: -

Any party may declare a 'Dispute' by notifying the other party of such matter setting forth the specifics of the matter in controversy or the claim being made. Within 10 days of receipt of such notice, a senior representative of each party not involved with the day-to-day operation shall confer and attempt to resolve the Dispute.

	<p>In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000 (as amended in 2005). In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.</p>
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4. Appendices

Appendix A – Description of Services

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

Appendix B - Reporting Requirements

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

Appendix C - Key Personnel and Sub-Consultants

***Note:** List under:*

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's Country, and estimated staff-months for each.

C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's Country.

C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

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

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

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

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

Appendix E - Breakdown of Contract Price in Local Currency

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

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

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

Appendix F - Services and Facilities Provided by the Client

Inputs

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