Annexure 1

Proposed Payment Schedule

Stage	Deliverable	Payment
Discovery	At the time of offering the contract, the supplier can request advance payment	10%
Design	Workflows and screen designs approved	15%
Development	Core modules delivered	25%
Testing	User acceptance testing completed; critical issues fixed	25%
Launch	System deployed and data migration completed, and after complete parallel run and commissioning	20%
Warranty	Agreed support period completed	5%

Annexure 2

Bid Submission Form

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

Date: ……..

No: **SUP/SD/EOI/26/01**

To: **Industrial Technology Institute of Sri Lanka**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: …… and issuing date of each Addenda ……..

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ……

(c) The total price of our **Bid without VAT**, including any discounts offered is:

Total bid price in word: ……

In figures: …………...……

(d) The total price of our **Bid including VAT**, and any discounts offered is:

Total bid price in word: ……

In figures: ……..

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(h) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared blacklisted by the National Procurement Commission;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

Signature: …….

Name : ……..

In the capacity of

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

Complete name of person signing the Bid Submission Form
……..

Duly authorized to sign the bid for and on behalf of:
……..

[insert complete name of Bidder]

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

Annexure 3

Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Industrial Technology Institute of Sri Lanka
PRICE SCHEDULE

Provision, Implementation and Maintenance of an Interim Cloud-Based ERP Solution for Operational Continuity, Data Protection and Future System Integration.

Name of Bidder :

Bid No : SUP/SD/EOI/26/01

1	2	3	4	5	6	7		8	9	10
				Goods and Related Services offered within Sri Lanka (in Sri Lankan Rupees)						
				A						
Line Item No	Description of Goods or Related Services	Qty	Unit Price (Inclusive of duties, sales and other taxes) Excluding VAT	Price per Line Item (Col. 3 x 4)	Inland transportation, Insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col. 5 + 6)		Discounted Total Price (If any) Excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8 + 9)
01	**Provision, Implementation and Maintenance of an Interim Cloud-Based ERP Solution for Operational Continuity, Data Protection and Future System Integration.**									
					Total	**In Figures**				
						In words				

* Cost of Clearing, Transport, Duty and VAT should be mentioned separately.
Write the discounted price if any

Signature of Bidder: …….

Date : …….

Annexure 4

Bid Guarantee

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

***Beneficiary: Industrial Technology Institute of Sri Lanka,**

No. 363, Bauddhaloka Mawatha, Colombo 07,

Date: …….
[insert (by issuing agency) date]

BID GUARANTEE No: …….
[insert (by issuing agency) number]

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

Annexure 5

List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Service Delivery Dates]

Service	Description of Service	Quantity[1]	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert service no]	*[insert description of related services]*	*[insert quantity of items to be supplied]*	*[insert unit for the items]*	*[insert name of the Place]*	*[insert required completion date(s)]*
01	**Provision, Implementation and Maintenance of an Interim Cloud-Based ERP Solution for Operational Continuity, Data Protection and Future System Integration.**			**ITI, No.363, Bauddhaloka Mawatha, Colombo – 07** **ITI , No.503A, Halbarawa Garden, Thalahena, Malabe**	

1. If applicable

Annexure 6

Contract Agreement

THIS CONTRACT AGREEMENT is made the [……] day of […..…….....] Two Thousand Twenty (2026).

BETWEEN

(1) **INDUSTRIAL TECHNOLOGY INSTITUTE of SRI LANKA (ITI)** a statutory body established under the Science and Technology Development Act No. 11 of 1994 and having its principal place of work at 363, Bauddhaloka Mawatha, Colombo 7, in the Democratic Socialist Republic of Sri Lanka, (hereinafter sometimes called and known as **"The Purchaser"**)

AND

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz **Provision, Implementation and Maintenance of an Interim Cloud-Based ERP Solution for Operational Continuity, Data Protection and Future System Integration** [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ……. (Rs.) [insert Contract Price in words and figures, expressed in the Contract currency(ies)] only. (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) This Contract Agreement
   (b) Contract Data
   (c) Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier's Bid and Original Price Schedules
   (f) The Purchaser's Notification of Award
   (g) Performance Security
   (h) Bank Guarantee

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

4. Supplier should deliver the product as to the approved requirement of ITI signed by both parties.

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

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

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

For and on behalf of the **INDUSTRIAL TECHNOLOGY INSTITUTE (ITI)**

Is affixed hereto in the presence of

Signature : …….. [insert signature]
in the capacity of : …….. [insert title or other appropriate designation]

WITNESSES:

1. Signature : ……
   Name : ……
   Address : ……
   [insert identification of official witness]

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

For and on behalf of the Service Provider

Signature : …… [insert signature of authorized representative(s)]
Name : ……
NIC No : ……
Address : ……
In the capacity of : …… [insert title or other appropriate designation]

WITNESSES:

1. Signature : ……
   Name : ……
   NIC No : ……
   Address : ……
   [insert identification of official witness]

2. Signature : ……
   Name : ……
   NIC No : ……
   Address : ……

Performance Security **Annexure 7**

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

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

- Beneficiary: **INDUSTRIAL TECHNOLOGY INSTITUTE OF SRI LANKA, (ITI)**
  No. 363, Bauddhaloka Mawatha, Colombo - 07

Date: ……

PERFORMANCE GUARANTEE NO: ……..

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

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

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

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

……
[signature(s)]

Annexure 8

Bank Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]
Date: …….. [insert date (as day, month, and year) of Bid Submission]
ICB No. and Title: …….. [insert number and title of bidding process]
[issuing agency's letterhead]

- Beneficiary: **INDUSTRIAL TECHNOLOGY INSTITUTE OF SRI LANKA, (ITI)**
  No. 363, Bauddhaloka Mawatha, Colombo - 07
  [insert legal name and address of Purchaser]

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) 50 in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account [insert number and domicile of the account]
This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until ……. [insert date51].

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

Annexure 11

Non-collusion Affidavit

(Relevant Reference to the Procurement Guidelines – 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/ makes an oath and states as follows;

a) That he/she has not, nor, has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on this ……..….dayof…… ……at ……

Rs.50/= stamp

Signature of the Declarant

BEFORE ME,

……

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS