**Tender Document**

Procurement and Implementation of Enterprise ResourcePlanning (ERP) Solution



**Submission Date for Sealed Bids: 15th November 2020 (10:00 am)**

Contents

[1- Invitation to bids 2](#_Toc47823388)

[2- Instruction to bidders 3](#_Toc47823389)

[3- Conditions for eligibility 3](#_Toc47823390)

[4- Scope of job 4](#_Toc47823391)

[General Requirements 4](#_Toc47823392)

[Functional Requirements 4](#_Toc47823393)

[**Finance Module – Cash and Bank Management** 4](#_Toc47823394)

[**Finance Module – Accounts Payable** 7](#_Toc47823395)

[**Finance Module – Accounts Receivable** 11](#_Toc47823396)

[Finance Module – Fixed Asset 13](#_Toc47823397)

[**Finance Module – General Ledger** 17](#_Toc47823398)

[**Production Module** 27](#_Toc47823399)

[**Procurement Module** 31](#_Toc47823400)

[**Warehouse Module** 47](#_Toc47823401)

[**Projects Module** 57](#_Toc47823402)

[5- Terms of Reference 59](#_Toc47823403)

[Timeline for the implementation of proposed solution 59](#_Toc47823404)

[Project Timelines 59](#_Toc47823405)

[Warranty, Support & Maintenance 60](#_Toc47823406)

[Service Agreement 60](#_Toc47823407)

[6- Guidelines 60](#_Toc47823408)

[7- Technical Proposal 61](#_Toc47823409)

[8- Financial Proposal 61](#_Toc47823410)

[Training support 62](#_Toc47823411)

[9- Performance Guarantee 62](#_Toc47823412)

[10- Contract Type 62](#_Toc47823413)

[11- Pre-Proposal Meeting 62](#_Toc47823414)

[Annexures 63](#_Toc47823415)

# 1- Invitation to bids

ROAD DEVELOPMENT CORPORATION invites sealed proposals registered software companies/firm (hereafter called as bidders) fulfilling the criteria mentioned in bidding document for procurement and implementation of SQL base perpetual licensed ERP Solution. All interested and eligible bidders are requested to go through complete document and provide the required information and documents mentioned in this document.

# 2- Instruction to bidders

The selection of procurement and implementation of SQL base ERP Solution providing firms/companies will base on Least Cost Selection Method. RDC will adopt single stage two envelopes bidding procedure.

The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”. In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the RDC. The RDC shall evaluate the technical proposal in the manner prescribed in the document, without reference to the price and shall reject any proposal which does not conform to the specified requirements. During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the technical proposals, the RDC shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders. The technical and financial proposal will be evaluated based on RDC evaluation criteria as provided in the document.

This document has different sections carrying information of eligibility, technical evaluation, and terms of references to assist potential ERP consulting and implementation contractor to develop their technical proposals. Bidders those will found eligible and qualify in technical evaluation will be short-listed for financial bids.

# 3- Conditions for eligibility

The successful bidder, fulfilling the following criteria, will be considered as eligible bidder for the bidding process of Provisioning, installation and commissioning of the ERPs Solution supply;

1. Be a certified partner or consultant of the Proposed ERP Solutions Vendor and a valid certificate to that effect should also be annexed with the bidding documents.
2. Non-recurrent expenditure or minimal recurrent expenditure ERP solution.
3. The supplier or company must have local presence.
4. Minimum experience of 1 years in Proposed ERP Solution Implementation (copies of contract or work order by clients or delivery receipts) should be furnished.
5. Proven track record of primary consultant of implementing Proposed ERP Solutions to minimum 2 clients from Maldives with employment capacity of at least 300 staffs from each. (Client reference and/or appreciation letters to be attached)
6. Should have dedicated support team for RDC. (List of support team)
7. Evidence of company’s registration / incorporation (Copy required)
8. Self-affidavit declaring that the company is not blacklisted by any Govt. agency / authority (Original required)

Kindly fill all annexures required for the above qualification criteria and attach the supporting documentary evidences as mentioned in each annexure;

# 4- Scope of job

## General Requirements

1. The system must be desktop or web-enabled (For remote locations).
2. The software can be centrally maintained and administered.
3. Proposed ERP should have possibility to Integrate Business Intelligence tools for future reporting.
4. Development of complete and detailed documentation of the existing system.

## Functional Requirements

Please Rate the below requirement from 1 to 5 (5 = Straight fit, 4 = Workaround/Customize, 3 = completely Customize/develop, 2 = Not Possible, 1 = Not Recommended)

### **Finance Module – Cash and Bank Management**

1. **Bank Master**

* Maintain the following information for each Bank:
  + Bank name
  + Bank Code
  + Bank address
  + Branch Code
  + Branch name
  + City
  + Contact name
  + Type of account
  + Bank account number
  + SWIFT code
  + Allow/disallow payment of foreign currency invoices
  + General ledger account
  + Account currency
  + Cheque number range
  + Date of opening
  + Define the maximum and minimum cheque amount authorized to be issued by bank account
  + Bank charges/interest account
* Ability to define Mandatory fields for the above fields
* Ability to classify the nature of the account
* Ability to assign banks to various suppliers, Projects, etc.
* Ability to define separate bank accounts for head-office overheads payments

1. **General**

* Ability to maintain several bank/cash books in the system.
* Ability to maintain several petty cash books in the system.
* Ability to maintain different cheque books for various banks where each one can be made active or inactive.
* Availability of drill down facility to initial transaction
* Ability to retrieve all supporting documents related to a transaction.

1. **Receipting Modes (Customer Payment Methods)**

* Cash
* Cheques
* Direct Deposits
* Bank Transfers

1. **Receipting Process**

* Ability to enter a cash receipt transaction on a decentralized (divisional-Only for approved e.g. Ready Mix, Precast) or centralized basis.
* Ability to capture all types of receipt transactions (along with the corresponding GL account entries) from different payment methods in its detailed form on a frequency specified by the users (i.e. on-line real-time, hourly, daily, etc.).
* Ability to provide a customer account view that provides a customer's Accounts Payable and an Accounts Receivable balance.
* Data input requirement & validations should be parameterized according to the receipting mode. (Cash, Cheque, Etc…)
* System should prevent duplicating the MICR No (Cheque No)
* Availability of automatic generation of accounting entries upon the confirmation of the receipt.
* System should facilitate to generate and print receipts for cash and cheques received. (Ability to print receipts in specified formats)
* Ability to process customer refunds through accounts payable with a interfacing to the accounts receivable.

1. **Receipt Cancellation / Correction**

* Ability to cancel a receipt based on a receipt number.
* Ability to define Segregation of Duties with authority levels
* Ability to make it mandatory to select a reason for the receipt cancellation.
* Availability of predefined reasons for receipt cancellation.
* System should reverse all corresponding entries of the original transaction. i.e. all corresponding entries of the original receipt.
* System should generate reversal entries with effect to the current system date (i.e. It should not be generated to the original transaction date)
* Receipts for multiple projects through a single receipt should be automatically reversed.
* System should facilitate to release invoices which had already being set-off against payment by cheque or cash.
* The invoice should be re-instated and should update the outstanding and aging analysis.
* The released invoice will be settled against another payment by cheque or cash.
* System should provide up to date customer statements and aging analysis should be automatically updated to reflect the correct position.
* Ability to generate a list of cancelled receipts for a given period.

1. **Cheque Return**

* Ability to return a cheque based on MICR number and transaction date.
* Ability to define Segregation of Duties with authority levels
* Receipts for multiple projects through a single payment should be automatically reversed.
* System should facilitate to release invoices which had already being set-off against payment by cheque when the cheque is dishonoured.
* The invoice should be re-instated and should update the outstanding and aging analysis.
* The released invoice will be settled against another payment by cheque or cash.

1. **Cash Movements**

* Generate cash movement report for every bank account showing:
* Opening balance beginning of the period
* Summarized and Detailed Receipts during the period [Project wise, Division Wise]
* Summarized and Detailed Receipts month to date and same month last year [Project wise, Division Wise]
* Summarized and Detailed Payments during the period [Project wise, Division Wise]
* Summarized and Detailed Payments month to date and same month last year [Project wise, Division Wise]
* Closing balance for the period
* Total Accounts Summary [Project wise, Division Wise].

1. **Bank Transfer**

* Ability to approve bank transfer transaction
* Ability to generate a Fund Transfer Request Letter.
* Ability to transfer funds through payables module or through general ledger module
* The system should be able to consolidate the bank accounts for better management (Cash Pooling).

1. **Bank Reconciliation**

* Ability to directly upload the Bank Statements to the system in the globally accepted formats like SWIFT 940 and BAI 2 or else to facilitate the same
* The system should have a facility to archive bank statement
* Ability to view and reconcile the receipts deposited in summary and details to facilitate easy reconciliation
* Ability to identify and generate a listing of outstanding cheques, stale cheques and returned cheques etc.
* Ability to auto‐reconcile payments and receipts in the system based on receipt no., cheque no., bank transaction codes, date, amount etc.
* The reconciliation should separately identify and list Deposits unrealized & un-presented cheques
* Ability to search transactions using various search criteria such as transaction type, reference no, amount, transaction date & description
* Ability to generate an exceptional report from the system after the auto reconciliation listing the un-reconciled items
* Ability to manually reconcile when the transactions are not reconciled during the auto reconciliation process
* Ability to create journal entries relating to bank interest and bank charges
* Ability to automatically match the bank balance as per cash book and bank statement balance at the end of bank reconciliation process
* Ability define Segregation of Duties
* Ability to freeze the bank reconciliation to prevent any amendments once the bank reconciliation is confirmed
* Ability to print the bank reconciliation report for each bank account.

### **Finance Module – Accounts Payable**

1. **Supplier Master (Approved Supplier List)**

* Ability to define Approved Supplier Lists
* Ability to define preferred suppliers for each item or service
* Capture following details for Suppliers:
* Maintain the following information for each Bank:
  + Supplier Code
  + Supplier Group (Individual/Institutional)
  + Supplier Name
  + Contact Person
  + Tell No
  + Address (Billing Address)
  + Email address/ website information
  + Tax Registration No
  + Supplier Status (Active/Inactive etc)
  + Payment Terms( Cheque, cash, transfer)
  + Credit Limit
  + Credit Period
  + Payment Method
  + Local or Foreign Customer
  + Transaction history (Past payment and purchase records)
* Ability to define flexible authorization levels for Supplier Master Additions & Modifications
* Ability to track comprehensive audit trails for supplier master data
* Maintain pricing information, quantity breaks, freight terms and shipping information for each vendor.

1. **Invoice Processing**

* Ability to generate unique sequential number for invoices individually or by batch
* Ability to raise invoices in a batch mode or individual invoices
* Invoice status to include:
  + Open
  + Closed
  + Hold
  + Disputed
  + Offset
* Ability to define liability account for each vendor so that it will be defaulted while recording the invoice
* Ability to facilitate foreign currency invoices at a rate defined in the system
* Ability to enter debit/credit memo and apply it to the invoice
* Facility to create various invoice category types like Local supplier invoices, Foreign supplier invoices, General invoices, etc.
* Ability to upload scanned supporting documents.
* Ability to enter direct invoice without PO reference and to auto check the same against the budget.
* Ability to distribute expenses to multiple accounts codes, plants etc and use of pre-defined templates e.g. Distribution of common electricity cost to multiple Cost Centres

1. **Invoice Matching**

* Ability to set different levels of matching procedures depending on the purchasing function such as PO, GRN, Inspection
* "Ability define matching tolerances.
* E.g.: A user should be allowed to match an invoice with a goods receipt even if the PO price and Invoice price differ within permissible limits. Authority should be given to a higher level user to match invoices with a higher variance"
* Ability to match multiple purchase orders against a single supplier invoice or multiple GRN against a single invoice, or single GRN with multiple invoices
* "Ability to support full real time integration with the Purchasing module
* i.e. master data like vendor code, description, product code, items, descriptions and GL Account code details to be populated from purchase order when the user enters the PO reference"

1. **Payments**

* Ability to generate payment voucher at the time of payment (Against Payment Requisition/PO/Supplier Invoice directly)
* System should facilitate system generate sequence for payment voucher generation and also ability to differentiate the payment voucher sequence according to the payment type (eg:Tax or Non Tax Payment)
* Ability to generate payment requisitions from different divisions, warehouses, projects sites and other locations
* Ability to capture different types of payments in the payment requisition:
  + Advance Payment
  + Full settlement
  + Partial Payment
  + Miscellaneous Payment
* Ability to capture following minimum details in the payment requisition
  + Payment requisition no
  + Date
  + Description
  + Payee
  + Amount
  + Approved by (Multiple)
  + Reference (Invoice no, credit note no, etc)
  + Requested user
  + Project / division / job
* Ability to make payments for single invoices or in batches (pay weekly or monthly etc.)
* Ability to match the above payment against Purchase Order, Good Receive Note and Invoice
* Following payment methods should be supported:
  + Cash
  + Cheque
  + Bank transfers
  + Direct Debits
* Ability to maintain different name variants between the vendor name and the name to be printed on the cheque (with authority levels)
* Ability to handle scheduled payments (payments of instalments)

1. **Payment and Cheque Cancellation**

* Ability to cancel a payment after payment voucher generation
* Ability to restrict printing of cheque for the cancelled payment voucher
* Ability to cancel a cheque after printing of a cheque

1. **Allocate Payments**

* Apply the vendor payment to selected invoices or against the vendor advance payments

1. **Retention Money control**

* Calculate retention according to a set percentage or a fixed amount while recording an invoice

1. **Integration**

* Track assets related information while recording the invoice and later on transfer to the assets module
* Interface asset purchase invoices with Fixed Assets system
* Option to interface payable transactions to GL in detail or in summary

1. **Bank Remittance Document (Letter of Credit Application)**

* Ability to generate a LC application against an approved pro forma invoices or against the one or more import PO s
* Ability to made two or more payments methods (E.g.: TC, LC)
* Ability generate unique LC application number
* Ability to capture following minimum details in the LC application:
  + LC application number (system generated) (e.g. LC001)
  + Type of the LC (Revocable / Irrevocable)
  + Bank & branch details (select from the bank master)
  + Beneficiary details (Automatically capture)
  + Beneficiary Bank details (Automatically capture)
  + Currency
  + Amount (Automatically capture)
  + Valid period
  + Place of expiry
  + Partial shipments allow or not
  + Transhipment allows or not
  + Payment terms
  + Delivery terms (FOB, CIF, etc)
  + Ports details(port of origin & port of destination)
  + Streamer details
  + Document requirements
  + Other terms and conditions
  + Any other details according to the bank requirement
* Availability of maker and checker procedure for the LC application details
* Ability to amend LC application details

1. **Letter of Credit bank confirmation**

* Ability to post the LC confirmation by bank against the relevant approved LC application
* Ability to capture the following details upon posting the bank confirmation:
  + LC number
  + Opening date
  + Valid till date
  + Currency and rate
  + LC Value in foreign currency
  + LC Value in local currency
  + LC charges
* Ability to amend the LC details

1. **Letter of Credit Settlement**

* Ability to record the LC settlement upon the receipt of the bank documents
* Ability to record the partial settlements against a confirmed LC

1. **Inquiry & Reporting**

* Reports on vendor master details
* Age analysis of payables outstanding
* Due invoice report (vendor wise / date range)
* Report on partially settled invoiced (vendor wise / date range)
* Creditors outstanding report (Vendor wise / date range)
* Report on cash settlements
* Report on cheque settlement
* Report on LC settlement
* LC Cancellation
* Payment voucher (vendor wise / bank account wise / date range)
* Report on cancelled payments
* Cheque requisition report
* Advance settlement report (vendor wise / payment type wise)
* Historical vendor invoices reports
* Goods received but not invoiced report
* Vendor statement of account
* Overdue invoices by vendor
* Generate Accounts Payable balance in summary and in detail showing the vendor balances that matches with the control account balances in the General Ledger
* Inquire / report on:
  + Vendor Period to Date purchases
  + Vendor Year to Date purchases
  + Vendor Period to Date purchases returns
  + Vendor Year to Date purchases returns
* Unapproved invoices report
* Invoices on hold report
* Approved invoices report
* Invoices released from hold report
* Un-invoiced receipts report
* The system should support Period Close Exceptions Report
* System should provide reports showing vendors with identical names so as to rectify the existence of duplicate vendors if any
* Outstanding vendor advances at department and total level
* Outstanding vendor deposits (e.g. electricity, rent, fuel station deposits etc)
* Supporting report to submit GST return (To the extent feasible from ERP system)
* Ability to support web based inquiries on above mentioned critical procurement reports
* Inquire & report on opened LC by LC number, PO number or pro forma invoice number
* Inquire & report on partially settled LC with values (supplier wise / bank wise)
* Inquire & report on totally settled LC
* Report on outstanding value for bank on the LC

### **Finance Module – Accounts Receivable**

1. **General**

* Ability capture minimum information when an inquiry is made by the customer for data reference such as:
  + Customer Type (Individual, Corporate, etc)
  + Customer Name
  + Contact Details(Individual / organization)
  + Contact person
  + Item/Service inquired for
  + Person responded
  + Date and Time of inquiry
  + Customer feedback
  + Any additional clarification needed
  + Person responsible for follow-ups
  + Rate agreed and expected delivery date
* When a customer is satisfied and the order is to be take or a quotation to be sent the system should transfer the basic data to the customer master
* Ability to create multiple sub customer accounts all customer related data and to have separate customer sub ledgers for each sub customer
* Ability to attach a single project or multiple projects for a customer account or sub customer account and maintain records separately
* Ability to record the following customer information in a centralized customer record:
  + Customer Name
  + Full Name(corporate / Individual)
  + Contact Details(Individual / organization)
  + Business incorporation date
  + Tax registered numbers
  + Bank Account details (Account no, Bank, Branch, etc..)
  + Contact person
  + Credit Limit
  + Credit Period
  + Securities
  + Payment Terms
  + Designation of Contact Person
  + Correspondence details (address and phone number) of contact person
  + Attach multiple customers to a single account.
  + Customer status (Active, One time, Inactive, Bankrupt, etc)
* Ability to define mandatory fields for above data
* Ability to maintain customer master maintenance history.
* Ability to avoid duplication of customers based on user-defined criteria (e.g., Business registration number, NIC number, tax ID number, alphabetic similarity, phonetic similarity, phone number, postal code, etc.).
* Availability of system generated customer ID with a sequential order.
* Ability to maintain separate customer ID sequences by customer type.
* Ability to setup GL revenue and customer account for each debtor so that it will be defaulted while recording the invoice
* Ability to establish default accounts for each receivable type.
* Drill-down to customer and receivable detail (i.e., date a check is received).
* System should facilitate to define advance to be received for each customer before delivery and also should allow the user to change with proper approval

1. **Invoice Processing**

* Availability of system generated sequential invoice number.
* Ability to enter invoices in a batch mode or individual invoices
* Ability to raise multi-currency invoices
* Ability to enter debit/credit memo and apply it to the invoice
* Facility to create various invoice category types (Project related, miscellaneous, etc)
* Ability to attach scanned or any other documents e.g. MS Word, Excel, PDF, JPEG, etc
* Ability to capture taxes like Value Added Tax (GST)
* Ability to enter the advance payments and appropriate the same at the time of final payments.
* Automatic detection of advance payments while entering the invoices.
* Ability to Include Department identifying information associated with each invoice.
* Invoice status to include:
  + Open
  + Closed
  + Hold
  + Disputed
  + Voided

1. **Inquiry & Reports**

* Project wise outstanding report
* Customer outstanding report
* Customer Balance Details (Payments, Balance, Invoiced, History) for a selected period
* Unsettled Invoices
* Unsettled Advances
* Collection Report
* Accounts Receivable Graphs
* Debtors aging analysis
* Invoice detail report
* Report by customer status
* Report by invoice status
* Retention Receivable Age Analysis
* Retention Payable Age Analysis
* Advance Received Age Analysis.

### Finance Module – Fixed Asset

1. **General**

* Ability to generate automatic asset number
* Maintain the following information per asset item:
  + Asset manufacturer's serial number
  + Asset number
  + Asset description
  + Asset main category (Motor Vehicles, Machinery, Plant and Specific Machinery, Buildings, Office Equipment, Tools, Furniture & Fittings, Computer Accessories & Software
  + Freehold / Leasehold/Investment Property/Mortgage
  + If Leased/Mortgage item:
  + Purchase date
  + Depreciation start date
  + Vendor from whom the asset is procured
  + Employee to which the asset is tagged
  + PO reference
  + Invoice reference
  + Warranty period, e.g. start and end dates
  + Original cost
  + Standard rate per asset
  + Useful life in month
  + Depreciation method
  + Asset GL control account
  + Asset GL accumulated depreciation account
  + Asset GL depreciation expense account
  + Vehicle registration number
  + Asset Insurance details

1. **Internal Control**

* Ability to maintain comprehensive audit trails for asset additions, modifications & deletions
* Ability to identify how the asset was acquired (e.g. PO number, Vendor, acquisition date, received date, owned/leased)
* Ability to define proper authorizations and SOD (CAPEX approval, PO approval, CAPEX budget revisions approval and other workflow related approval hierarchies)
* Ability to define threshold amount for capitalization and depreciation regarding the purchase price according to the company policy
* Ability to track physical location of assets such as building, department, floor, area (system should maintain location history of an asset)
* Ability to upload legacy information to the fixed asset database through mass upload program.

1. **Additions**

* Ability to track and associate incident costs by category: All costs incurred by the asset (e.g. Installation costs), date of costs, description of cost etc.
* Ability to enhance value of existing assets due to additional expenditure and calculate depreciation from the date of existing asset capitalized
* Ability to support for CWIP (Capital Work in process) Assets
* Ability to support Mass Additions through data templates
* Ability to create one asset record from a combination of multiple invoice line items
* Ability to create multiple assets from single invoice line items
* Ability to automatically populate the asset record with information related to the purchase (from Purchasing and Accounts Payable) such as purchase order number, cheque number, invoice information, vendor details, GL account, etc.
* Ability to generate automatic journal entries upon asset addition

1. **Transfers**

* Ability to facilitate transfer of assets - Inter locations, Cost Centres, Profit Centres etc.
* Ability to transfer all the related attributes of the transferred asset e.g. Department, Sub-Department, Cost Centre, Profit Centre
* Ability transfer all or part of a fixed asset
* Ability to transfer a group of assets
* Ability to automatically update the location of an Asset as soon as a Transfer Note is approved for transfer of the asset (After receiving the Acknowledgement)
* Ability to transfer an asset from an effective date
* Ability to review on-line information regarding transferred assets
* Ability to maintain asset transfer history

1. **Disposal**

* Ability to sell / dispose assets
* Ability to sell / dispose a group of assets
* Ability to Automatically calculate the gain / loss from sale of an asset and generate all related journal entries
* Ability to track the cost of removal of an asset

1. **Revaluations and Reclassification**

* Ability to revalue assets
* Ability to adjust the cost of an asset, e.g. capitalization of renovation cost
* Ability to maintain asset revaluation history
* Ability to reclassify the assets (change the categorization of the assets)
* Ability to reclassify group of assets
* Automatically create journal entries for asset revaluation and reclassification
* Ability to maintain asset reclassification history

1. **Depreciation**

* Ability to maintain depreciation policies by Asset category / sub-category
* Ability to maintain history for depreciation policy changes
* The company may use one single depreciation method for all the assets as a corporate policy. However, Multiple Depreciation methods such as straight line, reducing balance etc. should be supported
* Ability to process depreciation the following:
  + Single assets
  + For a group of assets
  + For the entire assets
  + For the specified month/Annually/Given Period
* Ability to record assets that are put to use on a previous period. The system should facilitate depreciation calculation prospectively
* Ability to facilitate Taxation & Memorandum tax depreciation schedule for each asset
* Capability to write-off amounts at any given point during the year
* Ability to define/change the depreciation methods / rates based on asset category and calculate depreciation accordingly
* Capability to allocate amortization for each asset
* Capability to specify an amortization period
* Ability to interface automated depreciation journal entries to General Ledger upon authorization
* Ability to close depreciation period independently for each asset book
* Ability to facilitate default depreciation rules (Straight Line) by asset category / Sub category
* Ability to run model depreciation run for budgeting / forecasting purposes
* Ability to charge depreciation across multiple cost centres.

1. **Reporting**

* Generate fixed assets register by:
  + Department
  + Location -Project Office wise
  + Cost Centre
  + Allocated project wise
  + Category
* Generate asset depreciation register (detail and summary)
* Report on fixed asset transactions history (i.e., fixed asset movements)
* Generate unposted depreciation calculation report before transferring them to GL but after running depreciation in the assets module
* Asset cost report
* System should facilitate the following exceptional reports:
  + Asset transfer detail report
  + Revalued assets detail report
  + Reclassified assets detail report
  + Impaired assets detail report
  + Amortized assets detail report
  + Asset retirement in the form of sale, scrap, write off etc.
  + Physical verification report
* The system should be able to track insurance status of assets, with alerts when renewal is due and all insurance information, Calibrations/Re-insurance/Renewals
* The system has the ability to create customized reports along with standard reports.
* Ability to provide reconciliation between asset sub ledger and asset General Ledger
* Ability to report on current year vs. prior year value comparison by asset category and asset master level.
* Annual Maintenance Contract/Warranty expiring report

1. **Capital Budgeting**

* Ability to enter capital budgets manually or load them automatically to compare actual and planned capital spending
* Ability to support CAPEX budget revisions with proper authorizations

1. **Physical verification of the assets**

* Ability to upload the results of physical verification in asset module
* Ability to compare the results of physically verified assets with actual asset records
* Ability to take corrective action upon physical verification

1. **Integration**

* Integration with the Finance module
* Integration with the Procurement and inventory module
* Integration with the Project management module
* Integration with the Production and sales

### **Finance Module – General Ledger**

1. **General**

* Ability to define multiple SBU's under parent entity
* Ability to define multiple legal entities
* Ability to define scalable organization structure
* Ability to define flex fields without code level modifications

1. **Chart of Accounts**

* Global Chart of Accounts to facilitate the incorporation of multiple entities
* Ability to define detailed Chart of Accounts (COA) in such a manner that account balances can be tracked by multiple dimensions such as: Entity, Project Office, Plant, Profit Centre, Cost Centre etc. These segments are only indicative and need to be finalized during the design phase.
* Ability to define default accounting rules and segment cross validation rules
* System should facilitate to maintain alpha/numeric account code
* The system should enable mapping of chart of account segments and respective segment values of project management system (Front end system) with the chart of accounts. The mapping should be possible one-to-one or many-to-one. This should be supported with well-defined interfaces
* Ability to set up parent and child level accounts & Sub ledgers
* Ability define parent child relationship at multiple levels. The system should not allow posting to the parent account.
* Ability to segregate ledger code between different type of accounts such as assets, liabilities, capital, income and expenses
* Ability to facilitate simultaneous accounting functionality for multiple reporting requirements (Statutory standards such as IFRS)
* Ability to have the options to auto -post or manually post the transactions originating in other systems (Interface entries) or sub ledgers to general ledger either in detail or in summary
* Ability to generate reports in different formats such as in Excel, PDF etc.
* Ability to generate Project Office & Plant(SBU's) wise Income statement, cashflow and Consolidated Financial Statements through the system
* Facilitate user defined report layouts and indicators
* Centralized account maintenance capability. This will ensure that any addition or change in the account narration in the master chart of account will be available automatically in all the ledgers
* Ability to define cost centre for each low-level organizational unit that has responsibility for managing costs. As costs are incurred, they are assigned or posted to the appropriate cost centre
* Ability to define automatic and default account assignments that the company always use to post to a particular accounting dimension
* Ability to define statistical/memo accounts for collecting Non-Financial Information
* Ability to create and modify segment roll-ups (hierarchical relationships). A hierarchy builder to support the multi-level changes
* Ability to upload [Export] chart of accounts to 3rd party systems for validating purposes

1. **Calendar**

* Flexibility in defining accounting periods. User definable start and end dates for the period
* Provision for separate logical periods (at least two) for the purpose of annual closing activities e.g.: audit adjustments.

1. **Currency**

* Ability to define one base currency and multiple reporting currencies
* Ability to process transactions entered in foreign currency based on the exchange rates definition (Defined by bank)
* Tracking and reporting of all foreign currency transactions in transaction currency and base currency

1. **Taxes**

* Ability to define global TAX master information accessible via each module for transaction processing
* Ability to define TAX categories pertaining to transaction types (Supplier/Customer)
* Ability to define multiple TAX codes with percentages or fixed amounts per transaction
* Ability to support general Taxes like GST/TGST etc.
* Ability to support TAX reconciliations for TAXEs with input/output characteristics (GST)

1. **Inter SBU**

* Facilitate inter-SBU transactions between project office such as Revenue, Payments, Cost Allocations etc.
* Ability to provide inter-SBU transaction summary register
* Ability to set up default accounting rules for inter-SBU transaction processing's
* Ability to automatically generate inter-SBU entries and hold awaiting authorization

1. **Consolidation**

* Ability to define the entity SBU, Profit Centre, Cost Centre structure
* Ability to perform consolidation through the system consolidating all the SBU's in the entity (Inter SBU only)
* Ability to define elimination rules for inter-SBU transactions with authorization
* Facilitate consolidation adjustments
* Ability to generate consolidated financial statements taking inter-SBU financial statements into consideration
* Ability to prepare consolidated financial statements Quarterly taking subsidiaries and associate and/or subsidiary companies financial statements into consideration
* Ability to generate elimination entry for inter SBU's transactions automatically
* Ability to generate minority interest for subsidiaries and associates from the system

1. **Security**

* Ability to set up security by various user groups to restrict access for those account ranges that belong to a different entities or within the entity itself (Project Offices)
* Availability of account level security by user, to restrict user entering or review balances for certain account or range of accounts and control accounts

1. **Approval**

* The system should enable definition of levels of hierarchy for approving journal entries and avoid posting without adequate approval
* Ability to have an on-line journal entries approval through workflow management and according to the journal amount and journal types etc.
* Parallel accounting periods should be available for passing journal entries for a opened or closed period

1. **Inquiry**

* Ability to inquire account balances for different periods such as YTD, Period to date, Quarter to date etc.
* Availability to view transaction with the drill down facility to check the account balance to summarized journal to detailed journal line and finally to the transaction window where it is input.

1. **Audit Trail**

* Availability of Audit trail to track changes like Addition, Deletion and Modification to master data e.g. Chart of Accounts (COA)
* Availability of Audit trail to track changes like Addition, Deletion and Modification to transaction data e.g. Journal Entry posted
* Provide full on-line help look-up facility for all of the fields within journal data entry, including account numbers and display descriptions for code verification etc.

1. **Document Sequencing**

* Support flexible sequence generation such as annual/monthly sequence, sequence by category, type, source or even manual sequence etc.
* Ability to support unique journal ID sequences (In entry mode the sequence number should not be editable, it should be automatic and continuous based on the selected type. If any new Journal is entered for a back dated entry, it will have the latest number)
* Ability to change document sequencing/ new sequence of a particular Journal category during the middle of financial year

1. **Sub Ledger Accounting**

* All transactions originating from sub ledgers (Payables, Receivables, Assets, Cash Management, Purchasing, Inventory) should create entries in the General ledger
* Ability to support integration of front end systems(Project Portfolio Management) based on pre-defined interface mapping tables (Transactions originating in other systems or sub ledgers may be required to be posted in the general ledger either in detail or in summary. This could be done for individual journal as well as auto-posting)
* Ability to generate sub ledger reconciliation reports and exception alerts

1. **Journal Processing**

* Ability to support statistical journal to capture non-financial information
* Posting should be allowed only for balanced journals. However, unbalanced journals should be saved, if required
* Facility to upload journals through a template with active edit, control, checks and validations
* Ability to restrict data entry to accounts that are marked as control accounts such as payable control, receivable control, bank account, depreciation accounts etc.
* Provide immediate, on-line pop-up to the user of erroneous transactions. Advise reason for error and provide the ability to enter corrections on-line.
* Ability to define Recurring journals (Standard and Skeleton journals)
* Ability to define recurring transactions with amounts or formula
* Ability to enter transaction description at header and line level
* Ability to post journals in real time
* System should have the capability to accommodate suspend batches
* Ability to differentiate between manual journal entries and system generated entries
* Ability to define journal category
* Ability to generate automatic and continuous journal sequence number based on the selected type.
* Ability to post journals single or by batch
* Ability to reverse single/ journals in batch
* Ability to define auto reversal entries. For example generation of automatic reversal entries upon opening a period for accrual journals
* Ability to generate journal voucher through the system
* Ability to freeze the journals posted to General Ledger from other sub modules/ sub ledgers
* Ability to copy existing journals , edit and use them for new input
* Segregation between Maker & Checker for manual journal entries
* Ability to define the threshold limits in the system for journal entry approval
* Print and view posted journal entries (historical journal entry listing) by different criteria such as journal number, period, amount, journal category etc.
* Allow Mass Reversal of Journals based on user defined parameters

1. **Period Closure**

* Ability to generate period closing reports that ensures consistency check with the sub ledgers
* Ability to generate period closing exception reports
* Ability to separately perform period closure for sub ledgers and General Ledger
* Ability to maintain adjustment periods
* Ability to carry forward prior year-end Balance Sheet account balances to new fiscal year as opening balances during year-end close
* Ability to zero out P&L accounts for next year processing during year-end close
* Ability to maintain an automatic update for retained earnings when closing the ledger at year end
* System should facilitate for soft & hard closure
* Selectively close or open periods for posting (with adequate security)
* Ability to re-open closed period, subject to valid authorization
* Ability to re-open prior periods and make adjusting financial entries, re-run allocations using that period's allocation methodology and post allocation methodology changes.

1. **Budgeting process**

* Facilitate different methods of Budgeting such as Top Down, Bottom Up etc.
* Ability to define budget organizations (Project Offices, Plants, cost centres etc.)
* Ability to automatically generate budget for a given period for each project based on BOQ and S-Curve
* Ability to define budget formula & rules
* "Facilitate Mass Budget formulas to allocate revenues and expenses
* Across a group of cost centres, divisions etc.
* Possibility to define budgets at detail chart of accounts level
* Ability to upload to and import from Microsoft Excel spreadsheets
* Capability to maintain budget revisions
* Ability to setup approval tolerance for budget checking by percentage and amount
* The system should alert in case the budget exceeds the tolerance limits
* Possibility to perform any subsequent amendment to the Budgets through budget journals while maintaining the audit trail
* Ability to allocate automatically the annual budget amounts to the accounting periods (monthly/quarterly etc.) with different allocation basis with the amend if required by a high level authority
* Availability of option to carry forward budget available to the next year for selected accounts
* Ability to copy from existing budget into new budgets
* Possibility to generate various reports such as Trial Balance - Budget, Funds available analysis report, Summary/Detail budget report, Budgeted Balance Sheet, Budgeted Profit and Loss account various MIS reports showing the actual with budget balances and variances (Project wise)
* Ability to maintain comparative information relating to prior periods
* Ability to generate comparison reports based on revised as well as original budgets
* Ability to freeze the budgets

1. **Reports**

* Availability of an application to design the layout of financial statement reports
* Ability to generate reports in different formats such as in Excel, PDF etc.
* Ability to reprint reports for prior periods
* Ability to view Financial Statements as output on screen
* Ability to print Financial Statements through the system
* Ability to drill down to original transaction
* Ability to generate transaction detail report for a single account or for a range of account by Period to date (PTD), Year to date (YTD), Summarized and Detail
* Ability to generate following reports based on the user defined period such as Daily/ Monthly/Quarterly/PTD/ YTD etc.:
* Trial Balance- Actual
* Trial Balance- Budget
* Trial Balance- Summary
* Trial Balance- Detail
* Budget Report- Summary/Detail
* Actual VS Budget and Variance Report
* Ability to generate budget report comparing the Original vs Revised Budget
* Ability to generate Financial Statements for the user defined period such as Daily/ Monthly/Quarterly/Annually etc.:
* Balance Sheet - Project Office Wise
* Balance Sheet - Consolidated
* Statement of Income - Project Office Wise
* Statement of Income - Consolidated
* Statement of Changes in Equity - Consolidated
* Cash Flow Statement - Consolidated
* Cash Flow Statement - Project Office wise
* Income Statement - Budgeted
* Balance Sheet -Budgeted
* Cash flow Statement -Budgeted
* Ability generate comparison reports. For example :
* Financial Statements - Current Period vs. Last Year (Corresponding period)- Actual
* Financial Statements - YTD vs. Last Year (Corresponding period)- Actual
* Financial Statements - Current- YTD (Actual) vs. Budget
* Financial Statements - Current- YTD Actual vs. Budget + Last Year (Corresponding period)

### **Sales Module**

1. **Customer Creation**

* System should facilitate the user to search and check the existing Customer's details
* System should facilitate the user to request access grant of the existing Customers for the relevant business unit after uploading the support documents
* System should facilitate the user to create a request to create a new Customer
* System should facilitate to include at least the below mentioned in the request;
  + Customer name
  + Contact address
  + Contact person
  + Contact details (email, phone number, fax etc.)
  + Payment term
  + Payment method
  + Currency
  + Customers bank details
  + Tax registration numbers
  + Tax details
  + Customer's terms and conditions
* System should facilitate the authorised user to alert about the request (the alert can be a pop up, email etc.)
* System should facilitate the user to search and check if the customer is an existing customer
* System should facilitate to grant access for the customers to the relevant business unit
* System should facilitate to update an existing customer's details if necessary as mentioned above
* System should facilitate the authorised user to create a new supplier with at least the below mentioned details;
  + Customer name
  + customer code
  + Status (Active / Inactive)
  + Contact address
  + Contact person
  + Contact details (email, phone number, fax etc.)
  + Contract details
  + Payment term
  + Payment method
  + Currency
  + Customer s bank details
  + Tax registration numbers
  + Tax details
  + Terms and conditions
* System should facilitate to obtain approval
* System should facilitate to notify the approver about the approval requirement (notification can be an email, alert etc.)
* System should provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should alert the respective user if any amendment are required
* System should provide the respective user to amend on comments and resubmit it for approvals
* System should able to send an alert to the respective user once the approval is given
* System should facilitate to notify the requester on the customer creation / update.
* System should facilitate the user to inactive ,blacklist a customer
* System should facilitate to scan and upload the supporting documents
* System should facilitate to the user to review the supporting documents relevant

1. **Price List**

* Availability of a system generated price list no
* Ability to create price lists by attaching items/ item categories
* Ability to define the effective start date/expiry date of a price list
* Ability to deactivate price lists
* Ability to change the price of an item in an active price list with higher approval
* Ability to track discount amendments history
* Ability to track the changes in the active price list and deactivated price list
* System should facilitate to track regular price at item level
* Ability to view current and new pricing for what-if analysis
* Management review necessary when price is less than cost, and is escalated for approval
* Ability to maintain a margin for each item and validate discounts not allowed more than that
* Price list additions
* Calculates price for new products according to gross profit requirements and projected discounts

1. **Sales Quotation / proforma invoice**

* Ability to generate sales quotations
  + A sales quotation should capture the following minimum details.
  + Quotation Number (System generated)
  + Quotation Type (Ex. Internal , External)
  + Quotation Date
  + Customer Details
  + Items (Codes, Description, UOM) & Quantities
  + Additional services and charges
  + Currency
  + Sales Price /Discount/ TAX
  + Total Value
  + Payment Methods
* Ability to retrieve required details from the site visit record / If not available ability to enter the records
* Ability to edit a sales quotation
* Ability to check the stocks availability at the time of generating the quotation
* Ability to record negotiations with the client
* System should facilitate to have different approval levels for sales quotation
* Ability to print the sales quotations
* Ability to cancel a sales quotation with higher approval
* Ability to add standard term of conditions along with each quotation and print the same
* Ability to update quotation status as "Accepted" or "Rejected"
* Ability to generate a sales order for an accepted quotation

1. **Sales Order Creation**

* System should facilitate to generate the sales order referring to sales quotation or direct sales orders
* System should facilitate to define sales order types. For example: Normal orders, Orders on credit
* System should facilitate to define order series.
* System should facilitate to combine multiple quotations in a single sales order or multiple sales orders for a single quotation
* A sales order should contain following minimum details
  + Sales Order Number (Auto Generated)
  + Sales Order Type (Ex. Internal , External)
  + Customer Details
  + Order Date
  + Items (Code, Description, UOM) & Quantities
  + Additional services and charges
  + Currency
  + Sales Price (per item & Total)
  + Taxes(GST/TGST)
  + Discounts (per item & total)
  + Payment Methods
  + Expected delivery dates, Time, Location & quantities
  + Customer PO Reference
* Ability to validate the customer order reference in order to avoid duplication of orders
* Ability to edit a sales order
* Ability to notify and hold the order upon exceeding of customer credit limit
* Ability to fully or partly allocate stock for a sales order.
* Ability to de-allocate stock from a sales order with a higher approval
* Ability to generate multiple sales orders against single sales quotation
* "Sales Receipt" creation on cash sales after "Sales Order"
* "Delivery Note" creation after a sale has been made.

1. **Reports**

* Sales quotation report
* Sales order report
* Pending sales orders
* Report on pending order list with partially deliveries
* List of fully delivered orders
* Debtors List with Invoice Details
* Report on Advance Payment Summary
* Report on Received Payments, Partially Payments, Balance
* Report on Cash Refunds against Items
* Pending sales orders
* System should be able to generate consolidated "Sales Report" comprising all the available data related to Sales
* "Sales Receipt" report.

### **Production Module**

1. **General**

* Ability define different production organizations in the system (Asphalt, Ready-mix)
* Ability to define different types of production sections in a production organization(Ex. Crusher , Batching Plant)
* Ability to define multiple production lines in a section (Plant A, Plant B)
* Ability to define production process sequence through the system (phase 1, phase 2)
* Ability to define separate manufacturing control account for each production organization
* Ability to define sub ledger manufacturing control accounts for each production section
* Ability to generate separate profit & loss accounts for different production organizations

1. **Production order**

* Ability to generate a production order against a sales order or internal requisition note
* Ability to capture following minimum details in the production order
  + Production order no
    - Customer Type(Ex Internal , External)
  + Customer Name
  + Address (permanent / site)
  + Location
  + Sales Order No (If the production order is against a sales order)
  + Date
  + Product
  + Grade, Specification
  + UOM
  + Quantity
  + Delivery details (date, place)
  + Type (external, internal)
  + Responsible person
  + Remarks
* Ability to attach the relevant BOM to the job
* System should block the production order generation if client haven't paid the minimum advance payment (Check the conditions such as Credit Limit, Requirement of paying full payment)
* Ability to edit a production order
* Ability override above control with a higher authorization
* Ability to approve, reject or revert a production order through the system
* Ability capture status of a Production Order (In progress, Hold, Completed, Inactive)
* Ability to update mix design data and mix proportions at the BOM according to the client requirement
* Ability to allocate resources against a job (plants, labour, other resources)
* The system should be able verify the availability of the machines for each job
* Ability to define maximum limits for resources against a job
* The system should facilitate to create individual cost card for labour and machinery usage
* Ability to define priority levels for the Machines
* Ability to maintain revisions of BOM & Routes

1. **Mix Design**

* Ability to create a mix design against a production order
* Ability to create direct mix design without a production order
* Ability capture client details to the mix design (From the potential client record or client master)
* Ability to define mix design templates in the system
* Ability to capture design conditions in the mix design. (ex : type of product, type of aggregate, nominal strength, slump in cm, type of material, Age to certify nominal strength, etc.)
* Ability to capture required material details in the mix design
* Ability to capture mix proportions details in the system
* Other information requirements and mix design format should be captured at the implementation stage
* Ability to approve, reject or revert a mix design through the system (Quality approval)
* Ability to print an approved mix design
* Ability to Upload Approved mix design from Client / Consultant

1. **Bill of material**

* Ability to define different grades of a product/item in the system
* Ability to define BOM for each grade of a product
* Ability to capture below minimum fields for BOM:
  + BOM no
  + Product code and description
  + Product grade
  + Raw material code and description
  + quantity
  + Unit of measurement
  + scrap % / amount
  + Other required details should be capture at the implementation stage
* Ability to Provide for multiple lines of input per individual BOM
* Ability to support for different types of UOM
* Ability to provide flexible unit of measure conversion capabilities
* Ability to maintain revisions of a BOM with the changes
* Ability to active or inactive a BOM
* Ability to approve a completed BOM through the system (quality approval, etc.)

1. **Material Requirement planning**

* Ability to automatically calculate material requirement according to the BOM
* Ability to automatically update the material requirement upon a change in BOM
* Ability to accumulate material requirement for one item from different jobs
* Ability to allocate materials against a job according to the priority
* Ability to automatically update raw material inventory upon the allocation
* Ability to deallocate materials against a job with an approval
* Ability to update the inventory level automatically after issuing a GRN
* Ability to approve, update or cancel an automatically generated MRN

1. **Operations**

* Ability to issue / receive materials against a production
* Ability to generate machine requisition note against a Production Order
* Ability to record machine hours and labour hours utilized against a Production Order
* Ability to value and record cost of the WIP balances
* Ability to create different batch codes for a Production dates
* Ability to capture following details upon creating a batch
  + Batch no
  + Job reference
  + Product details
  + Quantity
  + Batch date
  + remarks
* Ability to calculate the standard run time to produce a batch
* Ability to notify relevant officers when job get exceed the estimated duration
* Ability to identify the variance between actual and budgeted usage in following items.
  + Material usage
  + Labour usage
  + Time allocation
  + Cost allocation

1. **Quality Management**

* Ability to maintain product wise check list for testing (Production Order wise, product wise, location, etc.)
* Ability record quality checking details against a job
  + Job no
  + Product
  + Grade/ Specification
  + Date of Batch
  + Date of test
  + Age at testing
  + Cube dimensions (In Ready Mix Concrete)
  + Batch code
  + required level of quality
  + actual level of quality
  + status (pass / fail)
  + Remarks
* Ability to capture test results along with the mix design
* Ability to capture details for different types of testing
* Ability to confirm & approve testing details through the system (Laboratory, QA e.g., project manager, Plant Mgr.)

1. **Costing**

* Ability to automatically calculate cost of material upon receiving materials to the job
* Ability to record actual costs related to a job
* Ability to allocate cost among the batches in a systematic manner
* Ability make adjustments to the cost calculated
* Ability to define cost margin or profit margin
* Ability to approve costing details through the system
* Ability to allocate the overhead cost in a systematic manner (Activity Based Costing)
* Ability to update cost of finished goods upon confirming the costing details

1. **Integrations**

* Direct integration with the sales / AR module
* Direct integration with the procurement and inventory module
* Direct integration with the finance module
* Direct integration with the project management module
* Petty Cash Module

1. **Inquiry**

* Ability to provide inquiry for existing BOMs by product, BOM no, BOM description, etc.
* Ability to provide inquiry for existing jobs by product, product line, product section, job no, responsible persons, etc.
* Ability to inquire the issued material requisition notes and the respective GRNs raised
* Ability to inquire on material issued for production
* Ability to inquire on estimated material quantity, no of labour hours and no of machine hours
* Ability to inquire on actual utilization of machine hours & labour hrs for a given job
* Ability to inquire the available material balances at store level and minimum order quantity for each item
* Ability to provide inquiry for shortages of materials, labour and machine hours

1. **Reports**

* Report on BOM details
* Quantity measurement report
* Report on processing Items with stages
* Report on pending order list with partially deliveries
* Order status report on production
* Profit on job report
* Report on project costing
* Report on quality assurance
* Report on material consumption
* Report on Actual Quantities Produced and Actual Quantities Scrapped During Production
* Ability to provides Standard Report for Raw Material request for production
* Report on machineries used for production
* Report on Actual Labour Utilized During Production
* Report on Actual machine hours utilized During Production
* Ability to provides Standard Report for Detailed Production Schedules
* Mix design code wise report
* Summary of mix designs
* Test reports (Raw material, Finished product)
* Reports for specific products / departments
* Report on Finished Item (on Inventory Stock with Order Item)
* Report on Rejected Items with the reason
* Summary of mix designs

### **Procurement Module**

1. **Master Data**

**Item Master**

* System should facilitate maintaining all the details unique to items that are required for carrying out the business processes, including at least the following;
  + Budget Code
  + Item code
  + Item description
  + Item type (Purchased/Manufactured, etc.)
  + Item classification (e.g., A,B,C)
  + Item category (e.g., Perishables, Meat, Raw Materials, etc.)
  + expiry dates for some products
* System should facilitate to issue Barcodes and tracking the items based on the barcodes
* Price look up code (PLU code)
* HS code
* Status (Active / Inactive)
* Unit of measure (multiple unit of measures)
* Requirement to track the expiration date
* Dimension of an item (length, height, width, weight, etc.)
* Tracking of lots
* Cycle count
* Lot details
* Batch details
* Warranty enabled
* System should facilitate to maintain Material Requirement Planning (MRP) data on item master including at least the following information;
* MRP Type. E.g. Re-order point
* Stock level (minimum, maximum, reorder stock level, safety stock, etc.)
* Lead time
* System should facilitate to maintain item location related details including at least the below information;
* Location, division, sub division, department, etc.
* System should facilitate to alert the users before a pre-defined period to the expiry date based on the item type
* System should facilitate to notify if an item is slow moving
* System should facilitate to capture expiry dates item / lot wise
* Delivery Location, contact person, Contact number, Notes

**Warehouse-related data**

* Storage details (Rack, Row and Bin)
* Minimum storage quantity
* Maximum storage quantity
* Minimum and maximum shelf life period (Weight, Cubage etc.)
* System should facilitate to define and maintain the item stock location for each shelf
* Production items
* System should facilitate maintaining the production related details including at least the following;
  + Item code
  + Item description
  + Item category
* Status (Active / Inactive)
* Unit of measure
* Material Requirement Planning (MRP) related data

**Supplier Master**

* System should facilitate maintaining details regarding supplier, including at least the following;
  + Supplier name
  + Supplier code
  + Description
  + Supplier contact details (address, phone numbers, fax, contact person etc.)
  + Bank details
  + Business Registration Number
  + Supplier GST number
* System should facilitate to maintain at least the following payment details;
* Payment terms
* Options to record payment made
* Payment method (E.g. DA, DP, credit, bank transfer)
* System should facilitate maintaining the association of 'supplier and materials’, at least the following must be defined;
* Material number
* Supplier number
* Number of the contract with the vendor
* Standard PO quantity
* Planned time for delivery
* Unit price
* Net price
* Import commodity code
* Country of origin

1. **General Requirements**

* System should facilitate to define approval matrix and workflows with multiple approvals
* System should maintain user activity logs
* IT department is involved in defining the User Access Control an Authorization of the System
* System should facilitate to generate notifications the relevant user via an email, pop up

1. **Requisition & Purchasing**

* System should facilitate to generate Purchase Requisitions
* System should facilitate to automatically notify the user about the generated Purchase Requisitions
* The Purchase Requisition should include at least the below information;
  + Purchase Requisition number
  + Budget Code
  + Project Code
  + Status of the Purchase Requisition
  + Department
  + Item code
  + Item description
  + Unit of measure
  + Quantity
  + Item category
  + Expected date
* System should facilitate to change the generated order quantity in the Purchase Requisition
* System should facilitate to convert the generated Purchase Requisition into a Purchase Order
* System should facilitate to generate one Purchase Order for multiple Purchase Requisitions
* The generated Purchase Order should display at least the below information;
  + Purchase Order number, date and type
  + Supplier details
  + Item code
  + Item description
  + Unit of measure
  + Quantity
  + Currency
  + Item category
  + Price
  + Expected date of delivery
  + Supplier Acceptance of PO Terms, Name, Signature, Date, Stamp
  + Delivery Location, Contact person, Contact number, Notes
  + INCOTERM
  + Payment Terms
  + Delivery terms
  + Terms & Conditions

1. **Service Requisition**

* System should facilitate respective users of all departments/ divisions to raise Purchase Requisition (PR) or Service Requisition for purchasing of items or services
* System should facilitate to maintain at least following fields in a PR / Service Requisition as mentioned below;
  + Purchase Requisition / Service Requisition number
  + Item / Service Code
  + Item / Service Description
  + Quantity
  + Unit of measure
  + Date
  + Department / Division
  + Requestor
  + Expected date
* System should facilitate to obtain a PR / Service Requisition report
* System should facilitate to uniquely identify PR's / Service Requisitions number generation
* System should facilitate to identify and alert the respective reviewer to review the PR/ Service Requisition raised by respective department / divisions
* System should provide respective approver to perform the following activities;
* Approve
* Reject with reason
* Comment
* Amend
* System should alert the respective user on any amendment required in the PR / Service Requisition
* System should provide the respective user to amend on comments in the supplier contract document and resubmit it for approvals
* System should facilitate to alert the approvers once the PR / Service Requisition is pending for approvals
* System should able to send an alert to the respective division once the approval is given for the PR
* System should facilitate to covert the approved PR / Service Requisition to a RFQ
* System should facilitate to covert the approved PR / Service Requisition to a Purchase order (PO) / Service Purchase Order
* System should facilitate to close purchase / service requisition automatically once the purchase order / service purchase order is raised
* System should facilitate to merge several PR's / Service Requisitions into one PO / Service PO
* System should facilitate to view all PR's / Service Requisitions including PR's / Service Requisitions sent for approval and reviews
* System should facilitate to automatically update the status of the PR / Service Requisition in each stage
* System should facilitate to include the following status in PR/ Service Requisition;
  + Sent for review
  + Pending review
  + Reviewed
  + Sent for approval
  + Pending approval
  + Approved
  + Cancelled
  + Converted to a RFQ
  + Converted to a PO / Service PO
  + Closed
* System should provide the respective user to view the status of the PR / Service Requisition at anytime
* System should facilitate to view a list of PR's/ Service Requisition raised number wise, cost centre wise, category wise, and date wise
* System should facilitate to archive PR's / Service Requisitions

1. **Replenishment Order Planning**

* System should facilitate to maintain at least the below given information to facilitate to generate the replenishment order;
  + Item code
  + Item description
  + Unit of measure
  + Stock levels (maximum, reorder, safety, on hand etc.)
  + Dimension of an item (length, height, width, weight)
  + Location of the items in the shelves
* System should facilitate to automatically run MRP
* System should facilitate to schedule MRP run
* System should facilitate to automatically generate replenishment orders item wise or one order for multiple items based on the requirement
* System should facilitate to automatically generate replenishment orders based on the items category (e.g.; Cement, etc.)
* System should facilitate to automatically generate replenishment orders when the reorder level of the item is met when the MRP is run
* System should facilitate to notify the user about the generated replenishment order
* The generated Replenishment Order should mention at least the below information to the user;
* Replenishment Order number
* Item code
* Item description
* Unit of measure
* Quantity required
* Stock levels (maximum, reorder, safety, on hand etc.)
* Remaining days to reach the safety / zero stock levels
* System should facilitate to amend the reorder level of each item
* System should facilitate to view the stock level of each item or item category available in the shelf , feeder store or both
* System should facilitate to change the generated order quantity in the replenishment order
* System should facilitate to update status of the order (e.g., open, closed, etc.)
* System should facilitate to generate Replenishment Order report

1. **Request for Quotation**

* System should facilitate to alert the respective user on the Purchase Requisition
* System should facilitate the user to view the Purchase Requisition and check the required details
* System should facilitate to maintain a format for Request for Quotation
* System should facilitate to both the options to create a request for quotation directly or based on the Purchase requisition
* System should facilitate to maintain including at least the following details in the Request for Quotation;
  + Request for Quotation number
  + Responsible person
  + Contact details
  + Ship to address
  + Bill to address
  + Services or items required
  + Status of the Request for Quotation
  + Item category
  + Quantity required
  + Unit of measure
  + Estimated price
  + Payment term
  + Expected date and time of delivery
  + Quotation submission date
  + Bidding date
  + Validity period of the RFQ
* Ability to select the supplier details in service category wise (if required for the request for quotation)
* Terms and Conditions
* System should facilitate to capture at least the below information;
* System should facilitate to allocate request for quotation reference to purchase / service order
* System should facilitate to create request for quotation by copying details of another request for quotation
* System should facilitate to identify and alert the respective user for the approval ( Alert can be an email or a pop up message)
* The user and the approver should be able to check the RFQ's in a dashboard with status
* System should facilitate to provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should alert the respective user on any amendments required in request for quotation
* System should facilitate to provide the respective user to amend on comments in the request for quotation document and resubmit it for approvals
* System should facilitate to send the RFQ to an outside party via an email or upload to the supplier's portal
* System should facilitate the respective user to search by supplier's name, company code
* System should facilitate to upload the supplier's Quotations to System
* System should have the facility to alert the respective user on final date for receiving the proposal (RFQ number wise)
* System should facilitate to create a scorecard to evaluate the quotations where at least the following details are maintained;
  + Item price
  + Payment Term
  + Lead time
* System should provide the respective user to enter the technical or sample evaluation results to the scorecard
* System should provide the facility to scan and upload documents
* System should facility to populate the quotation details to the quotation evaluation scorecard
* System should facilitate to evaluate quotations based on the following criteria and rank the quotations
* Quantitative result should capture at least the following information;
  + Unit Price
  + Quantity
  + Duration for delivery of all items
  + Warranty period
  + Any discounts given
  + Technical and sample evaluation results
  + Results of the supplier performance evaluation
* System should display the respective user an analytical comparison of the supplier’s quotation
* The analytical comparison should be graphically represent (E.g., Pie, Column, Bar charts)
* System should have the facility to obtain a report of the analytical comparison in following formats such as word, pdf, excel
* System should display the best supplier based on the evaluation
* System should provide facility to activate the selected supplier (if there is no contract creation)

1. **Supplier Creation**

* System should facilitate the user to search and check the existing supplier's details
* System should facilitate the user to request to update the existing supplier's details
* System should facilitate the user to create a request to create a new supplier
* System should facilitate to include at least the below mentioned in the request;
  + Supplier name
  + Contact address
  + Contact person
  + Contact details (email, phone number, fax etc.)
  + Payment term
  + Payment method
  + Currency
  + Supplier's bank details
  + Tax registration numbers
  + Tax details
  + Supplier's terms and conditions
* System should facilitate the authorised user to alert about the request (the alert can be a pop up, email etc.)
* System should facilitate the user to search and check if the supplier is an existing supplier
* System should facilitate to grant access for the suppliers to the relevant business unit
* System should facilitate to update an existing supplier's details if necessary as mentioned above
* System should facilitate the authorised user to create a new supplier with at least the below mentioned details;
* Supplier name
* Supplier's code
* Status (Active / Inactive)
* Contact address
* Contact person
* Contact details (email, phone number, fax etc.)
* Contract details
* Payment term
* Payment method
* Currency
* Supplier's bank details
* Tax registration numbers
* Tax details
* Supplier's terms and conditions
* System should facilitate to obtain approval
* Amend

1. **Supplier’s Items/products Pricing**

* System should facilitate to maintain a list of Item/Product/Service provided by supplier, including agreed pricing
* Following details must be maintained in the supplier’s product pricing;
  + Supplier code
  + Supplier name
  + Contact details
  + Items procured
  + Service provided
  + Agreed price
  + Agreed minimum quantity
  + Delivery date/Lead Time agreed
* System should automatically populate the value based on the actuals and the parameters of;
  + Raise of Purchase/ Service Order;
  + Purchase / Service Purchase Order reference number
  + Ordered date
  + Service / Item requirement
  + Quantity
  + Unit Price
  + Raise of Good receipt (GRN) / Service Receipt (SAN);
  + Delivery / GRN date
  + Unit price
* System should facilitate to maintain questionnaires for manual supplier‘s performance
* System should facilitate to enter the questionnaires supplier’s service wise

1. **Contract Negotiation**

* System should facilitate to alert the respective user on the requirement to contract creation (alert can be an email, pop up etc.)
* System should facilitate to create contract for a selected supplier
* System should facilitate to maintain a format for the supplier’s contracts
* System should facilitate to maintain at least the following details in the contracts with supplier;
  + Contract Number
  + Vendor
  + Contract Period
  + Start Date
  + End Date
  + Penalties
  + Items or services
  + Item or service group / category
  + Price
  + Tax
  + Quantity
  + Unit of Measure (UOM)
  + Exchange rate
* System should facilitate to maintain the following contract types;
  + Quantity contracts
  + Value contracts
  + System should facilitate to provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate to alert the respective user on any amendments required in the supplier contract
* System should provide the respective user to amend on comments in the supplier contract document and resubmit it for approvals
* System should facilitate to scan and attach the signed contract
* System should facilitate to activate the supplier who have signed the contract
* System should facilitate to have a link between the activated supplier and the contract
* Based on the contract, system should monitor the supplier’s contract period
* System should facilitate creation of contracts for following procurements;
  + Procurement of items
  + Procurement of services

1. **Purchasing Process - Local and Import**

* System should facilitate to alert the respective user on the generated Purchase Orders
* System should facilitate the user view the below in the PO / PR;
  + PO / PR number, date and type
  + Supplier (Only applicable for the PO)
  + Item code
  + Item description
  + Unit of measure
  + Quantity
  + Currency
  + Item category
  + Price
  + Expected date of delivery
  + System should facilitate to generate Purchase Requisition and Purchase Order
  + Item code
  + Item description
  + Unit of measure
  + Budgeted Quantity
  + Growth percentage
  + Item category
  + Price
  + Period
* System should facilitate to convert the PR's / internal requisitions into RFQ
* System should facilitate to generate Purchase Orders to accommodate the below scenarios;
  + Convert the PR's to PO's
  + Merge several PR's and generate one PO
  + Convert the RFQ's to PO's
* System should provide the facility to respective user to make a request for request for quotation creation to select the best supplier for the purchase
* System should facilitate to notify the user at the time of creating the Purchase Order if the same item or a substitute is in the Purchase Order is available in another location and slow moving
* System should facilitate to notify the requester about the slow moving item in the above scenario
* System should restrict or warn purchasing of the items externally in the above scenario until the slow moving stock is finished
* System should facilitate to raise Purchase Orders for the following categories;
  + Cement, Sand & Aggregates
  + Fixed Assets
  + Consumables
  + Printing & Stationeries
  + Spare Parts
  + Raw materials and packing materials
  + Fixed Assets
* System should facilitate the respective user to select a supplier to purchase
* System should facilitate traceability of PO line item to PRs, Internal Requisitions
* System should facilitate to maintain a supplier list for each purchase / service
* System should be able to uniquely identify POs generated
* System should be able to notify about the availability of existing contracts with the supplier when raising POs
* In the event purchasing contracts are available for a particular items the PO should have reference to the purchasing contract of the supplier
* POs should support multiple foreign currencies (for import POs)
* It should be possible to maintain at least following information in the Purchase Orders;
  + Purchase Order number, date and type
  + Request Date
  + Requestor
  + Delivery date
  + Store Location
  + Supplier
  + Address and contact details of the supplier
  + Item category
  + Item code
  + Item description
  + Quantity
  + Dimension of an item
  + Payment Terms
  + Currency
  + Unit price
  + Discounts
  + Unit of Measure
  + Tax
  + Total Price
  + Inco terms for import PO (CIF, FOB, C&F, etc.)
  + Sub-total cost based on each line item price
  + References / Links to supporting documents
  + PR reference numbers
  + Contract reference numbers
  + Additional freight charges
  + Insurance details
  + Validity period
  + Ship to Location
  + Bill to Location
* System should facilitate to enter the delivery date PO line wise
* System should facilitate to raise PO for non-stock items
* System should facilitate to raise a PO without an item number
* System should facilitate to obtain approval for the created PO
* System should facilitate to identify and alert the respective user for the approval
* System should provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate the approver to hold a PO
* System should alert the respective user on any amendment required in the PO
* System should provide the respective user to amend on comments in the PO document and resubmit it for approvals
* System should facilitate to create PO's based on the service contracts which are entered to System
* System should facilitate to convert the PO into different formats such as text, excel, pdf
* System should have facility to identify the supplier for the respective PO and provide the respective user to mail the PO
* System should facilitate to generate barcodes and attach with the Purchase Order
* System should facilitate to alert the respective users and divisions once the PO is approved
* System should have facility to update the status of the PO capturing at least the following;
  + Plan / Creation
  + Sent for approval
  + Pending approval
  + Approved
  + PO Cancelled
  + PO Submitted to the supplier
  + PO closed
* System should facilitate the respective user to view that status of the PO at anytime
* System should facilitate to close PO manually
* The PO status must be updated automatically at each stage including the Goods Receipt / goods acceptance
* System should facilitate to view all PO's real time
* System should facilitate to achieve PO's
* System should facilitate to view the PO history item wise and vendor wise.
* System should facilitate to copy existing PO to create a new PO where information in the copying PO will be copied to the new PO.
* System should have facility to update the status of the customer reserved orders
* System should facilitate to track customer reserved items

1. **Pre Costing Process - Import**

* System should facilitate pre costing for each item / shipment wise at least with the below mentioned fields;
  + Shipment Number
  + Status
  + Date
  + Item code
  + Item description
  + Supplier code
  + Supplier name
  + FOB value
  + Freight
  + Insurance value
  + CIF value
  + Exchange rate
  + Bank charges
  + Duty charges
  + Transport charges
  + Miscellaneous charges
  + Total pre cost value
* System should facilitate Pre costing with multiple currencies (SCR, USD, and Euro etc.)
* System should facilitate to obtain the item pre cost as mentioned below;
  + Providing an average figure of the item based on the past purchases
  + Based on the item cost given in the Pro-forma Invoice
* System should facilitate to provide an estimated freight cost
* System should facilitate to apportion the freight value based on the FOB value
* System should facilitate to provide an estimated insurance cost based on the value of the item and apportion based on the FOB value
* System should facilitate to apportion the insurance value based on the FOB value
* System should facilitate to maintain the exchange rate value given by the bank
* System should facilitate to provide an estimated bank charges / bank based on the previous data
* System should facilitate to apportion the bank charges / bank cost based on the FOB value
* System should facilitate to provide an estimated duty cost
* System should facilitate to apportion the duty cost based on the FOB value
* System should facilitate to automatically calculate the applicable taxes based on the costs
* System should facilitate to provide transport cost
* System should facilitate to apportion transport cost based on the FOB value
* System should facilitate to enter any other miscellaneous charges applicable
* System should facilitate to display the addition of all the above costs in total and per unit
* System should facilitate comparison of the pre costs arrived with the previous pre costs and actual cost details
* System should facilitate obtain a pre costing report with above mentioned details
* System should facilitate to obtain approval for the pre costing done
* System should facilitate to notify the approver about the approval requirement (notification can be an email, alert etc.)
* System should facilitate the approver to check the current selling price, previous pre costing and actual costing details
* System should provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should alert the respective user on any amendment required in the costing
* System should provide the respective user to amend on comments and resubmit it for approvals
* System should able to send an alert to the respective user once the approval is given to the pre costing
* System should facilitate to alert the respective users in Sales and Marketing if the costing is substantially different to the previous costing / current sales price
* System should facilitate to compare pre costing and post costing once the post costing is completed and generate a report
* System should facilitate to the user to review the supporting documents relevant to the pre costing
* Confirmation from Supplier – Local and Imports
* System should facilitate to enter and upload the pro-forma invoice to System capturing at least the following information;
  + Supplier details
  + Purchase Order number or multiple order numbers
  + Item code
  + Item description
  + Quantity
  + Category
  + Unit of measure
  + Invoice value
  + Payment term
  + Shipment date
* System should facilitate to scan and upload the invoice or pro-forma invoice to the Proposed System
* System should facilitate to link the invoice or pro-forma invoice from the supplier to the respective purchase or service order
* System should facilitate to handle multiple invoices or pro-forma invoices to one purchase or service order
* System should facilitate to note any comments in the supplier's invoice or pro-forma invoice
* System should facilitate to submit the invoice or pro-forma invoice for approval
* System should facilitate to create an import shipment with at least the below details;
  + Item codes
  + Item descriptions
  + Item Quantities
  + Supplier code
  + Supplier name
  + Payment mode
  + Delivery mode,
  + Shipment details
* Respective user should facilitate to view the details of the relevant shipment at any given time

1. **Document Preparation for Advance and TT Payments**

* System should facilitate to alert the respective user when the import order is placed to the supplier
* System should alert the respective user on the payment details based on the contract or Pro-forma Invoice
* Following information must be displayed to the respective user to prepare the TT payment;
  + Purchase order number
  + Pro-forma invoice number
  + Item
  + Item Quantity
  + Item description
  + Supplier code
  + Supplier name
  + Supplier payment mode
* System should facilitate to update the necessary information in the import shipment
* System should facilitate to link the freight agent to the import shipment
* System should facilitate to maintain the bank formats for TT payments

1. **Document Preparation for LC Opening**

* System should alert the respective user on the payment details based on the contract or Pro-forma Invoice
* At least the following information must be displayed to the respective user to proceed with the document preparation;
  + Purchase order number
  + Item code
  + Item description
  + Item Quantity
  + Unit of measure
  + Supplier code
  + Supplier name
  + Supplier payment mode
* System should facilitate to the respective user to scan and upload insurance policy
* System should provide facility to the respective user to select a shipping agent for the respective import shipment

### **Warehouse Module**

1. **Warehouse/ Location Master**

* System should facilitate maintaining Storage Location Structures
* Warehouse/ Location code
* Warehouse/ Location description
* Storage Location
* Storage Location code
* Storage Location description
* Storage rack details with rack code, description, dimensions, etc.
* Storage bin details with bin code, description, dimensions, etc.

1. **Item Reservation**

* System should facilitate to the respective user to request items for reservation via the following;
* Purchase Order
  + Sales Order
  + At least the following information must be included in the request;
  + Purchase Order number
  + Sales Order number
  + Invoice details
  + Requestor
  + Date
  + Item code
  + Item Description
  + Quantity
  + Unit of Measure
  + Customer code
  + Customer name etc.
* System should provide the respective user to check the inventory of the requested items availability in the following location;
  + Respective location
  + Other locations
* System should facilitate to raise an Internal Requisition to another location / warehouse based on the Purchase Order / Internal Requisition received from the respective divisional user, if the items are unavailable in the respective location but available in another location
* System should facilitate to notify the user if the requested item is discontinued at the point of raising a Sales Order
* System should facilitate the respective user to reserve the requested items based on the Internal Requisition / Sales Order
* System should facilitate to reserve the requested items based on FEFO method (first expiry first out)
* System should facilitate to alert the requester with the below information on the item reservation
  + Internal Requisition / Sales Order number
  + Item code
  + Item Description
  + Quantity Reserved etc.
* In case if the items are not available system should facilitate to raise a Purchase Order to purchase for the items
* System should facilitate to alert the requester with the below information on the item reservation on Shipment
  + Internal Requisition / Sales Order number
  + Shipment Number
  + Item arrival date (If available)
  + Item code
  + Item Description
  + Quantity Reserved etc.
* System should facilitate for the requester to tract the status of the shipment
* System should facilitate to alert the requester once the shipment arrives
* System should facilitate the respective user to cancel the item reservation
  + Item Code
  + Item Description
  + Storage location
  + Rack number
  + Bin number
  + batch number
  + lot number
  + Bar Code etc.

1. **Goods Acceptance**

* System should facilitate recording goods acceptance against the Internal Requisition
* System should facilitate to select the Internal Requisition or multiple requisitions applicable for the goods acceptance
* System should facilitate to automatically match the quantities received against the quantities ordered
* Following details should be maintained during the goods receipt;
  + Supplier Name
  + Supplier Code
  + Internal Requisition reference number
  + Delivery Date
  + Goods Acceptance number, date, status
  + Goods Acceptance raised by
  + Warehouse / Location
  + Item code
  + Item description
  + Quantity
  + lot number
  + batch number
  + Expiry dates
  + Barcodes cartoon wise / item wise
* System should facilitate to alert an authorised person in case if the goods acceptance quantity exceeds the Internal Requisition quantity
* System should facilitate the respective user to proceed with the goods acceptance once the authority is given by creating another Internal Requisition for the access quantity
* System should facilitate to raise another Internal Requisition in case if the supplier delivers items which have not been mentioned in the Internal Requisition
* System should have facility to calculate the shortage items during the goods receipt
* System should facilitate to raise the Goods Acceptance Note
* System should facilitate to record the damaged items
* At least the following details of the items during the quality inspection should be maintained in System;
  + Date
  + Inspection done by
  + Internal Requisition number
  + Goods Acceptance Note number
  + Item code
  + Item description
  + Quantity
  + lot number
  + batch number
  + Expiry dates
  + Damages
  + Item shortages
* If any mismatches found, system should facilitate to record those details in System
* System should facilitated to upload the item list of records to do the inspection
* Upon a damages, system should facility to move the items to a damaged inventory location
* System should provide facility to attach the quantity inspection details to the goods receipt note
* System should facilitate the respective user to record the following details during the goods receipt;
  + Excess
  + Wrong
  + Damage
* System should facilitate to record FOC items, while allowing the respective user to check against the Internal Requisition and the commercial invoice
* System should provide facility to store the items in respective rack, row and bins
* System should alert the respective user on the fixed asset receipt
* Upon passing quality inspection, System should allow moving the items stock into the sellable storage location

1. **Goods Receipt – Local and Import**

* System should facilitate the respective user to obtain respective purchase order, commercial invoice and other supporting documents once the import order number is entered
* System should facilitate recording goods receipts against purchase order
* System should facilitate to select the purchase order or multiple orders applicable for the goods receipt
* System should facilitate to automatically match the quantities received against the quantities ordered
* Following details should be maintained during the goods receipt;
  + Supplier Name
  + Supplier Code
  + Purchase order reference number
  + Delivery Date
  + GRN number
  + GRN date
  + GRN raised by
  + GRN status
  + Warehouse / Location
  + Item code
  + Item description
  + Quantity
  + lot number
  + batch number
  + Expiry dates
* System should facilitate to alert an authorised person in case if the GRN quantity exceeds the PO quantity (Specially for local purchases)
* System should facilitate the respective user to proceed with the GRN once the authority is given by creating another PO for the access quantity (Specially for local purchases)
* System should facilitate to raise another purchase order in case if the supplier delivers items which have not been mentioned in the PO (Specially for local purchases)
* System should have facility to calculate the shortage items during the goods receipt
* System should facilitate to raise the GRN note
* System should facilitate to record the damaged items
* Following details of the items during the quality inspection should be maintained in System;
  + Date
  + Inspection done by
  + PO number
  + GRN number
  + Item code
  + Item description
  + Quantity
  + lot number
  + batch number
  + Expiry dates
  + Damages
  + Item shortages
* If any mismatches found, system should facilitate to record those details in System
* Upon a damages, system should facility to move the items to a damaged inventory location
* System should provide facility to attach the quantity inspection details to the goods receipt note
* System should facilitate the respective user to record the following details during the goods receipt;
  + Excess
  + Wrong
  + Damage
* System should facilitate to record FOC items, while allowing the respective user to check against the purchase order and the commercial invoice
* System should alert the respective user on the fixed asset receipt

1. **Service Receipt**

* System should facilitate to select the respective Service Purchase Order to raise the Service Acceptance Note (SAN)
* System should notify the respective user that the service is accepted or unaccepted with service order rectification
* System should facilitate the respective user to check the service with the service order lines / agreed services (Service match against the respective service order)
* System should facilitate to raise a SAN for the service orders being raised
* System should facilitate to maintain the service acceptance note for services provided;
  + Service Acceptance Note number
  + Service Purchase Order number
  + Vendor code
  + Vendor name
  + Delivery date
  + Description of the services provided
  + Remarks
* System should facilitate to raise a partial SAN for the work which is not fully completed
* System should facilitate to the respective user to enter supplier approved invoices to System
* System should send an alert to the respective user once the SAN is being raised
* System should facilitate respective user to view the following documents;
  + Service order
  + Service acceptance note
  + Supplier’s invoice
* System should facilitate to alert Finance to raise a debit note in case the service doesn't match the requirement

1. **Inventory Transfers**

* System should facilitate to notify the relevant users in the warehouse when there is an Internal Requisition
* System should facilitate to display the following information in the Internal Requisition;
  + Internal Requisition number
  + Internal Requisition date
  + Internal Requisition type
  + Customer code
  + Customer name
  + Item code
  + Item description
  + Unit of measure
  + Quantity
  + Item category
  + Expected date
* System should facilitate to provide approval before issuing the items if required
* System should facilitate to notify the approver about the approval requirement (notification can be an email, alert etc.)
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should alert the respective user on any amendment required
* System should facilitate to alert the respective user once the approval is given
* System should facilitate to show the stock availability of the items in the specific location and in other warehouses / locations
* System should facilitate to notify the relevant users about the requirement to purchase from the stock available location / warehouse
* System should facilitate to generate Delivery Note, Goods Transfer Note and Gate Pass
* The following details should be available in each report;
* Goods Transfer Note;
  + Internal Requisition number and the relevant details
  + Customer details
  + Issue date
  + Item Code
  + Item description
  + Item Quantity
  + Unit of Measure
  + Issued by
  + Issued to
  + Delivery Note;
  + Delivery Note number
  + Internal Requisition number and the relevant details
  + Customer details
  + Delivery location
  + Delivery vehicle details
  + Gate Pass;
  + Gate Pass number
  + Delivery Order number and the details
  + Vehicle type
  + Vehicle number
  + Driver details

1. **Destruction / Disposal Process**

* System should facilitate to generate a Destruction Form for the non-conformance items
* The Destruction Form should contain at least the following fields;
  + Destruction Form number
  + Business Unit
  + Date
  + Raised by
  + Item code
  + Item description
  + Unit of measure
  + Quantity
  + Reason for destruction
* System should facilitate to notify the approver once the Destruction Form is submitted
* System should facilitate to provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate to alert the respective user on any amendment required
* System should facilitate to provide the respective user to amend on comments and resubmit it for approvals
* System should facilitate to notify the Internal Auditor and relevant approvers once the Destruction Form approved
* System should facilitate to the Internal Auditor and relevant approvers to follow the below tasks;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate to sell the items at a discount
* System should facilitate to notify Finance on the stock adjustment if the Destruction Form is approved
* System should facilitate to notify the requester on the destruction / internal sale or discounted sale

1. **Stock Count - Annual and Cycle**

* System should provide the facility to send a stock count notifications for respective location user
* System should facilitate to extract a list of respective items
* System should provide a report of the item in each location to the respective user at least with the following information;
  + Date
  + Item code
  + Item description
  + Item category
  + Item quantity
  + Location (Rack, row, bin, shelf etc.)
  + Responsible person
* System should facilitate stock counts using the below mentioned two methods;
* System should facilitate to freeze / block transaction of the items during the stock count
* System should obtain a snap shot of the items stock quantity with a time stamp and allow the users to do the transaction
* System should facilitate to generate stock count reports
* System should facilitate the respective user to enter the physical counted value of each respective item
* System should facilitate to compare the physical count value with System value
* System should facilitate in generating a discrepancy report of any discrepancy stock quantities
* On the discrepancy report, system should check the tolerance level for each item on the discrepancy items and should mark a note on the report whether the discrepancy is acceptable or not
* System should facilitate to obtain approval for the created discrepancy report
* System should facilitate to identify and alert the respective user for the approval
* System should provide respective approver to perform the following activities;
  + Approve for stock adjustment
  + Approve to bear the tolerance
  + Comment
  + Reject
* System should alert the respective user on any amendment required in the discrepancy report
* System should provide the respective user to provide justification to the comments in the discrepancy report and resubmit it for approvals
* On rejection, system should facilitate the respective user to select another random set of items and perform the stock count (for cycle counts)
* System should facilitate for managing stock count at least two cycles if stock mismatches found in the first cycle
* System should facilitate to generate a second or third stock balance verification document for non-tallying stocks
* Once the respective approver approve for a stock adjust, system should facilitate to perform stock adjustment for the respective discrepancy items
* System should facilitate to notify finance on the approved stock adjustment
* System should facility the respective user to unfreeze / unblock transaction of the items after the stock count
* System should provide the following reports to the senior management;
* Stock count of the items
* Discrepancy reports on each cycle
* Mismatching report on the stock between the cycles

1. **Item Return Process - Internal and External Customers**

* System should facilitate to raise a Goods Return Note of the returned items capturing barcodes
* The following fields should be mentioned in the Goods Return Note;
  + Return note number
  + Return date
  + Sales Order number
  + Sales Order date
  + Invoice number
  + Invoice date
  + Customer code
  + Customer name
  + Contact details
  + Item code
  + Item description
  + Reason for returning
* System should facilitate to notify finance on the item returned in order for them to raise a credit note
* System should facilitate to raise a Credit Note for the items returned
* System should facilitate to go through the destruction process if the items are not in good condition
* System should facilitate to store the items in a separate location based on the return reason

1. **Item Return Process to Suppliers - Local**

* System should facilitate to maintain supplier return policies in System
* The return note should capture the below information;
  + Return Note number
  + Purchase Order number
  + Supplier name
  + Supplier code
  + Supplier's contact details
  + Invoice details
  + Item code
  + Item description
  + Reason for returning
* System should facilitate to obtain approval for the return note
* System should facilitate to notify the approver (Notification can be a pop up, email)
* System should facilitate to provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate to alert the respective user on any amendment required
* System should facilitate to provide the respective user to amend on comments and resubmit it for approvals
* System should facilitate to notify the relevant user to generate a Gate Pass for the return
* System should facilitate to notify Finance to raise a Debit Note with the Return Note details

1. **Item Return Process to Suppliers - Import**

* System should facilitate to maintain supplier return policies in System
* System should facilitate to raise a supplier return note
* The return note should capture the below information;
  + Return Note number
  + Purchase Order number
  + Supplier name
  + Supplier code
  + Supplier's contact details
  + Commercial invoice no.
  + Details of the shipment
  + Item code
  + Item description
  + Reason for returning
* System should facilitate to obtain approval for the return note
* System should facilitate to notify the approver. Notification can be a pop up, email
* System should facilitate to provide respective approver to perform the following activities;
  + Approve
  + Reject with reason
  + Comment
  + Amend
* System should facilitate to alert the respective user on any amendment required
* System should facilitate to provide the respective user to amend on comments and resubmit it for approvals
* System should facilitate to upload the Return Note with pictures of the returned goods to the supplier's portal

### **Projects Module**

1. **Job creation**

* Ability to create a job with or without a production order
* Ability to capture following minimum details for a job
  + Job no
  + Job description
  + Type (Make to order, Make to stock)
  + Job start date
  + Delivery date
  + Job category
  + Location / Island
  + Product details (Code, Description, UOM, Quantity, etc.)
  + Production section
  + Department responsible for execution
  + Responsible persons(supervisors, workers)
  + Total Sanctioned amount
* Ability to activate / de-activate an existing job
* Ability capture status of a job (In progress, Hold, Completed, Inactive)
* Split of Value for materials and expenses and the budgeted break up of costs by account code
* Option to record planned and actual project particulars such as the timeline, budget, work breakdown structure, resources
* Ability to allocate resources against a job (plants, labour, other resources)
* Possibility to track and monitor relevant usage of budget and recording of financials
* The system should be able verify the availability of the machines for each job
* Ability to define maximum limits for resources against a job
* The system should facilitate to create individual cost card for labour and machinery usage
* Ability to define priority levels for a job
* Ability to maintain revisions of a job
* Ability to approve, reject or revert a job through the system (Quality approval for product mix)

1. **Material Requirement planning**

* Ability to automatically calculate material requirement according to the BOM
* Ability to automatically update the material requirement upon a change in BOM
* Ability to accumulate material requirement for one item from different jobs
* Ability to allocate materials against a job according to the priority
* Ability to automatically update raw material inventory upon the allocation
* Ability to deallocate materials against a job with an approval
* Ability to update the inventory level automatically after issuing a GRN
* Ability to approve, update or cancel an automatically generated MRN

1. **Operations**

* Ability to restrict operations of a created job until that job get approved by the all approval levels
* Ability to generate material requisitions against a job
* Ability to generate service requisitions against a job
* Ability to issue / receive materials against a job
* Ability to generate machine requisition note against a job
* Ability to record machine hours and labour hours utilized against a job
* Ability to value and record cost of the WIP balances
* Ability to identify the variance between actual and budgeted usage in following items.
  + Material usage
  + Labour usage
  + Time allocation
  + Cost allocation
* Any transfers between the projects shall be carried out by getting the material returned back to stores from one project and then issue it again to different project using Material Return Note and Material Issue Note
* Project details
* Project GRN
* Project MIN
* Material consumption accounting document for projects
* Project cost status
* Project budget v/s actuals

1. **Project closure and capitalization**

* On receipt of Work Completion Report, the Project Closure shall be carried out. On generating this form, system shall list all such entries / accounting documents which has been generated pending approval / acceptance in the system pertaining to that project. Unless these documents are either accepted in the system or deleted, the system shall not allow closure of a Project
* Further, all other works of the project for which invoices have not been received, the user shall obtain these invoices and shall make necessary provision in the CWIP Accounts giving the reference to the Project code
* On closure of the project, system shall generate an Asset Creation Note. All the expenses pertaining to the project (with reference to the accounting documents) shall be transferred from CWIP to Fixed Assets. Similarly, the Asset Creation Note shall also capture the material consumption documents details for all the consumption capital stores. The user shall indicate the details of fixed assets created based on the expenditure incurred
* On approval of the Asset Creation Note, the system shall debit the relevant fixed assets accounts and credit the CWIP accounts from which the above expenditure was transferred

1. **Costing**

* Ability to automatically calculate cost of material upon receiving materials to the job
* Ability to record actual costs related to a job
* Ability to allocate cost among the batches in a systematic manner
* Ability make adjustments to the cost calculated
* Ability to define cost margin or profit margin
* Ability to approve costing details through the system
* Ability to allocate the overhead cost in a systematic manner (Activity Based Costing)
* Ability to update cost of finished goods upon confirming the costing details

1. **Integrations**

* Direct integration with the sales / AR module
* Direct integration with the procurement and inventory module
* Direct integration with the finance module
* Direct integration with the project management module
* Petty Cash Module

1. **Reports**

* Job summary report
* job detail report
* Report on BOM details
* Profit on job report
* Report on project costing
* Report on material consumption
* Report on Actual Quantities Produced and Actual Quantities Scrapped During Production

# 5- Terms of Reference

## Timeline for the implementation of proposed solution

The development and implementation task shall be completed and system should be fully operational at earliest possible date (Our expected date for Go-Live is 1st of January 2021) due to urgency of the requirement. Supplier/partner is requested provide reasonable approach, feasibility and suggestion or recommendation regarding possibility to meet our expected Go-Live date or suggest earliest possible Go-Live date.

## Warranty, Support & Maintenance

Four Weeks (20 Working days) dedicated on-site support after Go Live

The Contractor shall provide a warranty of one year from the date of acceptance against all defects/malfunctions/bugs in the system and shall, free of charge, make any corrections and modifications required to fix the problem during this period without any additional cost.

## Service Agreement

RDC may sign the annual support service level agreement with the contractor. Hence, provide detailed annual support service terms and costing.

To provide ERP solution, successful bidder will agree on following terms of references:

* Proposals must remain valid for 30 days after the opening of Proposal.
* Successful bidder will share financial bids for the required ERP Solution with agree delivery time. A penalty at the uniform rate of 2% of the value of the purchase order on each day delay will be involved in case of delay in the delivery of the complete Solution.
* Successful bidder will bound to provide the ERP Solution within agreed timelines after issuance of work order.
* RDC undertakes to pay valid invoice in full within thirty (30) days from the providing of invoice as per agreed deliverable.
* In case of any dispute regarding quantity, quality of service and specification, the decision of the RDC shall be final & binding.

# 6- Guidelines

1. Only short-listed applicants fulfilling the eligibility criteria will be considered for technical evaluation. Only technical qualified bidder’s financial proposal will be opened.
2. All documents and information received by RDC from applicants will be treated in strictest confidence.
3. Documents submitted to RDC will not be returned.
4. All expenses related to participation in this bidding document shall be borne by the applicants.
5. Documents shall be submitted in hard copies in a sealed envelope marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” for ‘Provision of ERP System’. The envelope containing hard copies of technical proposal and financial proposal shall be received on the postal address given below.
6. Postal Address:
   * MSL Building, 1st Floor
   * Orchid Magu,
   * Male’ 20183
   * Rep of Maldives
7. The closing date and time for receipt of bidding proposal is 15th November, 2020 (10:00 AM).
8. Sealed proposals received thereafter will not be accepted.
9. RDC reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
10. RDC reserves the right to verify any information provided by the applicants.
11. Questions about this technical proposal can be made in writing via email only. Deadline for inquiries is 14:00 Maldivian Time on 2nd November 2020.

# 7- Technical Proposal

This document is governed by the procedure approved by RDC management. The technical proposal of eligible organisations will be evaluated using the required criteria attached as annexure – C and forms of technical proposal are given as Annex-E.

Technical proposal should contain;

1. Covering Letter on company letter head.
2. Company Profile. (Including status, services offered)
3. Primary Consultant’s profile who will be the key driver of the project
4. List of minimum 2 successful complete end-to-end project implemented by the primary consultant of the Proposed ERP Solution.
5. Details of Technical Staff of Proposed ERP Solution.
6. Company registration document.
7. Bid security as per the format provided
8. Vendor Registration Form (**Suppliers already registered with RDC do not have to submit this document**)
9. Proposal for ERP Solution. Must also include:
   1. Implementation detail plus Methodology, Training, Testing and Change Management.
   2. Complete Hardware requirement in all aspects.
   3. Customer support service.
   4. Project Timelines.
   5. Scope of Job – Functional Requirement (Provide along with response score)
   6. Post Go-Live On-Site Support
   7. User Manual
   8. Post Go-Live annual support service Terms

\* NOTE: during opening of bids only documents **i.** through **viii.** will be accounted for, the rest will be checked during evaluation process

# 8- Financial Proposal

1. The financial proposals of only eligible bidders with technically qualified specifications will be opened. Financial bid evaluation will be done based on lowest offered bid price of provision and installation of ERP solution given in Financial Bid Form “annexure – F”.
2. It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
3. All activities and items described in the Technical Proposal must be priced separately in Financial Proposal; 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.
4. Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form.
5. Financial proposal should contain;
   1. Covering Letter on company letter head.
   2. Detailed cost summary with separate retail costs of product (software, modules and licenses etc.), cost of services to be provided (implementation, maintenance, development and post-sale services etc.) and taxation.
   3. Detailed cost for each module and user level. Total number of users will be 50 approximately.
   4. Complete Development/Implementation cost with breakup. Any cost not mentioned to implement functional requirement mentioned under Scope of Job will be considered to be implemented without additional cost.
   5. Documentation cost
   6. Annual ERP Software maintenance cost if any
   7. Annual ERP Support Service (Number of Hours per year, additional per hour rate)

Approximate cost for proposed hardware (and its specifications) and database needed for smooth operation of the proposed system. This cost, however, will not be included in the total amount of the Financial Bid.

# 9- Training support

Selected company shall be responsible to train RDC staff to maintain and handle the software.

# 10- Performance Guarantee

RDC may require the successful bidder to furnish a performance guarantee of 5% of contract value and will be submitted at the time of contract signing. (Annex – H)

# 11- Contract Type

RDC will enter into a lump sum contract with the successful bidder. Further support service may be extendable for another 3 years’ subject to satisfactory performance of the firm. (Annex – G)

# 12- Bid Registration

Bid registration deadline is 30th October 2020

# 13- Bid Security

The Bidder shall furnish a Bid Security of 20,000MVR (Twenty Thousand Maldivian Rufiyaa) (or Equivalent in United States Dollars). Please use the format attached in the Annexure.

(Annex – H)

**Cover Letter for the Submission of Technical Proposal**

[*Firm letterhead*]

[*Date*]

To

Managing Director

[Address mentioned in Guide lines]

**Re:** Technical Proposal in respect of [Insert title of assignment]Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client’s request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive. Thank you.

Yours sincerely,

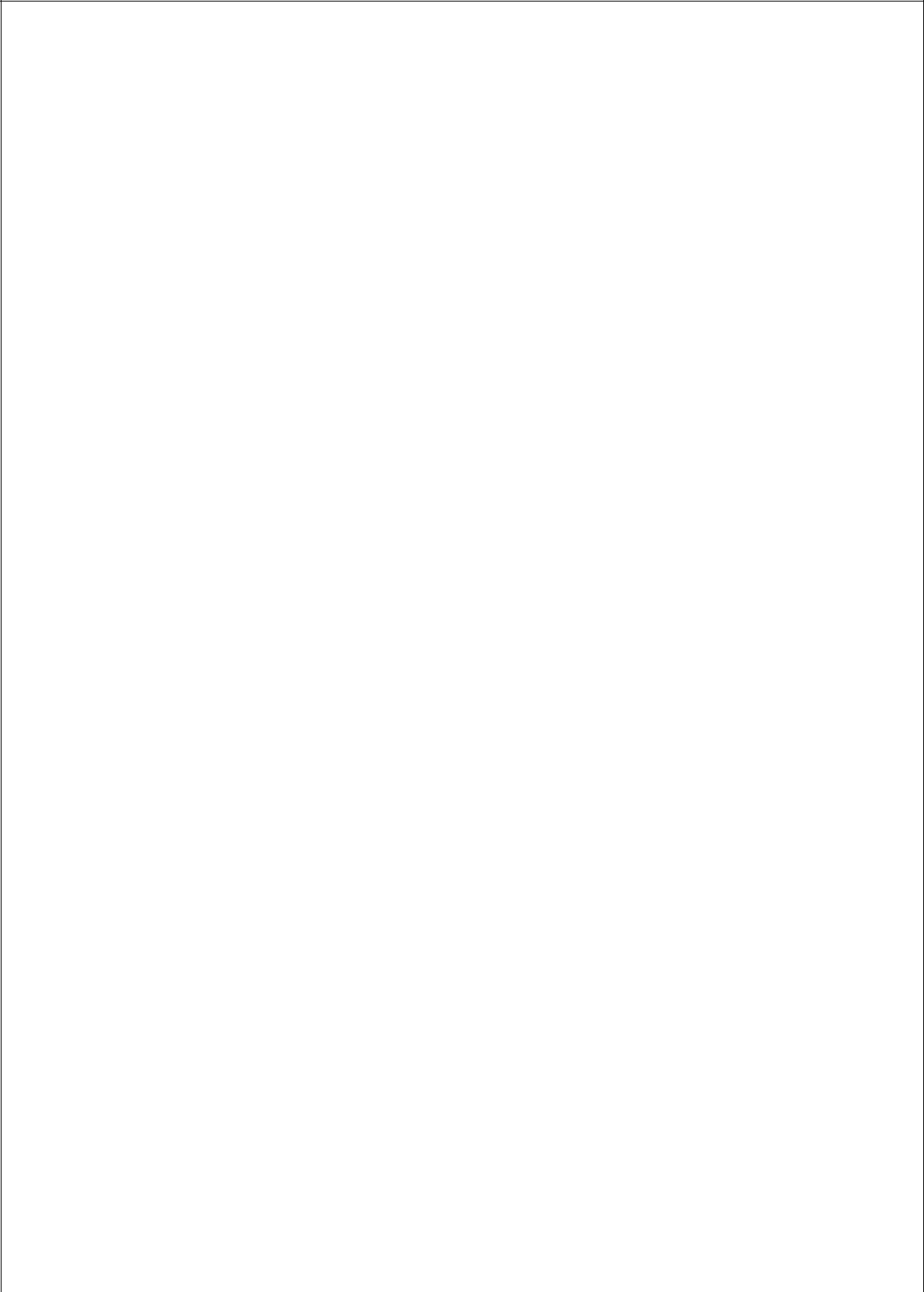
Signature

Name and title of signatory:

**Important Note:** The competent authority may reject all bids or proposals at any time prior to theacceptance of a bid or proposal. RDC shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The bids should be submitted in sealed envelope clearly mentioned “**Technical and financial proposals for** **Implantation and Installation of the ERPs Solution to RDC”**

# Annexures

**Annex - A**

**Organization Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **S #** | **Required Information** | **Response** | |
|  |  |  |  |
| 1 | Legal name of the organization |  |  |
|  |  |  |  |
| 2 | Year of Registration / Establishment of the |  |  |
| Organisation |  |  |
|  |  |  |
|  |  |  |  |
| 3 | National Tax Number |  |  |
|  |  |  |  |
|  |  | Public Sector Organisation |  |
|  |  |  |  |
|  | What is the legal status of your organisation? Tick | Section 42 Company |  |
|  |  |  |
| 5 | Public Ltd. Company |  |
| the relevant box (one box only). (Attach |  |
|  |  |
| Private Ltd. Company |  |
|  | Copy/Copies of Registration Certificate/s) |  |
|  |  |  |
|  | Private Partnership Firm |  |
|  |  |  |
|  |  |  |  |
|  |  | Others (Please specify) |  |
|  |  |  |  |
| 6 | Name and designation of ‘Head of |  |  |
| Organization’ |  |  |
|  |  |  |
|  |  |  |  |
|  | Mobile: |  |  |
|  |  |  |  |
|  | Phone/s: |  |  |
|  |  |  |  |
| 7 | Email: |  |  |
|  |  |  |
|  | Fax: |  |  |
|  |  |  |  |
|  | Address of organization: |  |  |
|  |  |  |  |
|  | Website address: |  |  |
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|  | Name and designation of ‘Contact Person’: |  |  |
|  |  |  |  |
|  | Phone/s: |  |  |
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| 8 | Mobile: |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  | **Annex – B** | | |
|  |  |  |  |  |  | | |  |  |  |  |  |  |  |
|  |  |  |  |  | **Eligibility Response Checklist** | | | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Sr. No.** | **Necessary Eligibility Information** | | | | | | |  | **Response/Elaboration** | | | |  |  |
|  |  |  |  |
|  |  | |  |  |  | |  |  |  |  | |  |  |  |
| a | Certificate | | of |  | Registration | | / |  | Copies Attached | | |  |  |  |
|  | Incorporation (Copy required) | | | | | |  |  |  |  |  |  |  |  |
|  |  |  | Copies Not Attached | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | | |  |  |  |  |  |  |  |  |  |  |  |
| b | Regular tax payer | | |  |  |  |  |  | Copies Attached | | |  |  |  |
|  | Attach copy of tax returns of last year | | | | | | |  |  |  |  |
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|  |  |  |  |  |  |  |  |  | Not applicable. Public sector | | | |  |  |
|  |  |  |  |  |  |  |  |  | organisation | |  |  |  |  |
| c | The supplier or company must have local | | | | | | |  | Profile or evidence of letter head is | | | | |  |
|  | presence | | | | | | |  | Attached | |  |  |  |  |
|  |  | | | | |  |  |  | Not Attached | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | | | | | | |  |  | | | | |  |
| d | Be a certified partner and/or Consultant of the Proposed ERP Solutions Vendor and a valid certificate to that effect should also be annexed with the bidding documents | | | | | | |  | Certificate Attached | | |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | Not Attached | |  |  |  |  |
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| e | Minimum | | experience of 1 | | | years | in |  | Copies Attached | | |  |  |  |
|  | Proposed ERP Solution Implementation | | | | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | (copies of contract or work order by | | | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | clients or delivery receipts) should be | | | | | | |  | Copies Not Attached | | |  |  |  |
|  | furnished. | |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | | |  | | |  |  |  |  |  |  |  |
| f | Primary consultants Proven track record of implementing Proposed ERP Solutions to minimum 2 clients | | | | | | |  | Copies Attached | | |  |  |  |
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| g | Should have dedicated support team giving support to minimum 2 clients of Proposed Solution (List of support team) | | | | | | |  | Copies Attached | | |  |  |  |
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| h | Self-affidavit declaring that the company is not blacklisted by any Govt. agency / authority (Original required) | | | | | | |  | Copies Attached | | | | |  |
|  |
|  |  | Copies Not Attached | | | | |  |

**Annex – C**

|  |  |
| --- | --- |
| **TECHNICAL EVALUATION CRITERIA** | |
| 1. **Organizational Strength and Primary Consultant Expertise – 100 points** 2. **Minimum Qualification Criteria – 80 Points** | |
| Organization/Company  **(20 Points)**  (Attach documents where relevant and applicable) | At least should have experience successfully completed End-To-End implementation and Gone Live ERP (Project should be completed by Organization/Partner Company) **– 10 Points** |
| Project Management and Implementation methodology, Training, Testing, Change Request and Support Service protocols/approach – **10 Points** |
| Primary/Key Consultant Experience  **(35 Points)**  (Attach documents where relevant and applicable) | Primary or Key Consultant to be deployed for project should have at least 7 years of experience of implementing Proposed ERP System **– 10 Points** |
| Primary Consultant should have experience of implementing proposed ERP solution for at least 2 clients in Maldives, with more than or equal 30 system users **– 15 Points** |
| Client reference or appreciation and/or confirmation letters from above 2 clients in Maldives for primary consultant – **10 Points** |
| Scope of Job  **(25 Points)**  (Attach documents where relevant and applicable) | As mentioned in section 4. Scope of Job (General Requirement and Functional Requirement) – **25 Points** |
| Delivery Timeline  **(20 Points)**  (Attach documents where relevant and applicable) | Reasonable and Feasible project timeline to Go-Live keeping note of urgency of the requirement – **20 Points** |

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|  |  |  |  | **Annex – D** | |
|  |  |  |  |  |  |
|  | **Key Management and Staff of Company** | | |  | |
|  |  |  |  |  |  |
| **Sr** | **Name of Management or Staff** | **Designation** | **Area of** | **Number of** | **Number of** |
| **#** |  |  | **Expertise** | **years in** | **years** |
|  |  |  |  | **company** | **Experience** |
|  |  |  |  |  |  |
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May like to add more columns

**Annex – E**

**TECHNICAL PROPOSAL FORMS:**

**FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: Managing Director

MSL Building, 1st Floor

Orchid Magu,

Male’ 20183

Rep of Maldives

Dear Sir,

We, the undersigned, offer to provide the services for **PROCUREMENT &** **IMPLEMENTATION OF ERP SOFTWARE** in accordance with your Request for Proposal dated

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; 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 Bidder (if any, otherwise delete this line)*]1

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.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in tender document.

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 [*DELETE IN CASE NO ASSOCIATION IS FORESEEN*.]**

**FORM TECH-2 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 including: administrative support,* *office space, local transportation, Solution, data, etc.*]

**Annex – F**

**Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs (All cost should be in MVR or US $)

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: Managing Director

MSL Building, 1st Floor

Orchid Magu,

Male’ 20183

Rep of Maldives

Dear Sir,

We, the undersigned, offer to provide the services of **PROCUREMENT &** **IMPLEMENTATION OF ERP SOLUTION** in accordance with your Request for Proposal dated

\_\_\_\_\_\_\_\_\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert*

*amounts in words and figures*1]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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.]

**FORM FIN-2 SUMMARY OF COSTS**

**DETAILED COST**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SR.** | **ITEM** | **PER UNIT COST** | **QUANTITY** | **TOTAL COST** |
|  |  |  |  |  |
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| **Item** | **Total Cost of Financial Proposal (Lump Sum)** |
| [Indicate in US $ in amount and words] |
| Total Cost of Financial Proposal |  |

**Total Cost/Premium in Words (Inclusive of all applicable taxes):**

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**Note:**

1. Please mention the amount both in FIGURES and WORDS.
2. The Contract is on LUMP SUM COST basis, hence please consider all cost appropriately in one LUMP SUM COST.

**Annex – G**

**General Conditions of Contract**

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| Definitions  1.1 The following words and expressions shall have the meanings hereby assigned to them: “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“Contract” means the Contract Agreement entered into between the Company and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.“Day” means calendar day.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Company under the Contract.“Company” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Company and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** | | |
| Contract Documents   * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | | |
| Fraud and Corruption  3.1 If the Company determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Company may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.  (a) For the purposes of this Sub-Clause:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) “obstructive practice” is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or  (bb) acts intended to materially impede the exercise of the Company’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Company.  3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed. | | |
| Interpretation   * 1. If the context so requires it, singular means plural and vice versa.   2. INCOTERMS  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  * 1. Entire Agreement   The Contract constitutes the entire agreement between the Company and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   * 1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | | |
| Language   * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Company, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | | |
| Joint Venture, Consortium or Association   * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Company for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Company. | | |
| Eligibility   * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and funded by the Company shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | | |
| Notices   * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | | |
| Governing Law   * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Maldives, unless otherwise specified in the **SCC.** |
| Settlement of Disputes   * 1. The Company and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Company or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Company shall pay the Supplier any monies due to the Supplier. |
| Inspections and Audit by the Company   * 1. The Supplier shall permit the Company and/or persons appointed by the Company to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Company, if required by the Company. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Company’s inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination. |
| Scope of Supply  12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| Delivery and Documents  13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| Supplier’s Responsibilities  14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| Contract Price  15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** |
| Terms of Payment  16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**  16.2 The Supplier’s request for payment shall be made to the Company in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.  16.3 Payments shall be made promptly by the Company, within thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Company has accepted it.  16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.  16.5 In the event that the Company fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Company shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| Taxes and Duties  17.1 Unless otherwise specified in the **SCC**, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside or within the Republic of Maldives until delivery of the contracted Goods to the Company.  17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Maldives, the Company shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| Performance Security  18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**  18.2 The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.  18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Company; and shall be in one of the format stipulated by the Company in the **SCC,** or in another format acceptable to the Company.  18.4 The Performance Security shall be discharged by the Company and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| Copyright  19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Company by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Company directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| Confidential Information  20.1 The Company and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Company to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.  20.2 The Company shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Company for any purpose other than the performance of the Contract.  20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: the Company or Supplier need to share with other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.  20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| Subcontracting  21.1 The Supplier shall notify the Company in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.  21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| Specifications and Standards  22.1 Technical Specifications and Drawings The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Company, by giving a notice of such disclaimer to the Company.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Company and shall be treated in accordance with GCC Clause 33. |
| Packing and Documents  23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.  23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Company. |
| Insurance  24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable INCOTERMS or in the manner specified in the **SCC.** |
| Transportation  25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
| Inspections and Tests  26.1 The Supplier shall at its own expense and at no cost to the Company carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements**.**  26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Republic of Maldives as specified in the Schedule of Requirements**.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Company.  26.3 The Company or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Supplier bear all of the costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses. The inspection team shall not exceed 4 persons.  26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Company. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Company or its designated representative to attend the test and/or inspection.  26.5 The Company may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.  26.6 The Supplier shall provide the Company with a report of the results of any such test and/or inspection.  26.7 The Company may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Company, and shall repeat the test and/or inspection, at no cost to the Company, upon giving a notice pursuant to GCC Sub-Clause 26.4.  26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Company or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| Liquidated Damages  27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Company may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Company may terminate the Contract pursuant to GCC Clause 35. |
| Warranty  28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Maldives.  28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.  28.4 The Company shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Company shall afford all reasonable opportunity for the Supplier to inspect such defects.  28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Company.  28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Company may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Company may have against the Supplier under the Contract. |
| Patent Indemnity  29.1 The Supplier shall, subject to the Company’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Company and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: the installation of the Goods by the Supplier or the use of the Goods in the Maldives; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 29.2 If any proceedings are brought or any claim is made against the Company arising out of the matters referred to in GCC Sub-Clause 29.1, the Company shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Company’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  29.3 If the Supplier fails to notify the Company within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Company shall be free to conduct the same on its own behalf.  29.4 The Company shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.  29.5 The Company shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Company. |
| Limitation of Liability  30.1 Except in cases of criminal negligence or wilful misconduct,  (a) the Supplier shall not be liable to the Company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Company and  (b) the aggregate liability of the Supplier to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Company with respect to patent infringement |
| Change in Laws and Regulations  31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Maldives (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| Force Majeure  32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| Change Orders and Contract Amendments  33.1 The Company may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Company;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier. 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Company’s change order.  33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.  33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| Extensions of Time  34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Company in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Company shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.  34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| Termination  35.1 Termination for Default The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Company pursuant to GCC Clause 34;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Company has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the Company terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Company may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Company for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. 35.2 Termination for Insolvency. The Company may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Company 35.3 Termination for Convenience. The Company, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Company at the Contract terms and prices. For the remaining Goods, the Company may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| Assignment  36.1 Neither the Company nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| Export Restriction  37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Company, to the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Company that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Company’s convenience pursuant to Sub-Clause 35.3. |

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| Special Conditions of Contract |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* |

| **GCC clause reference** | **Special Conditions** | |
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| **1.1(h)** | The Company is: | **Road Development Corporation**  **MSL Building,**  **Orchid Magu, Maafannu,**  **Male',**  **Republic of Maldives.** |
| **1.1 (m)** | The Project Site(s)/Final Destination(s) is/are: | ***Road Development Corporation, Male’, Republic of Maldives*** |
| **4.2 (b)** | Interpretation | The version edition of INCOTERMS shall be 2010. |
| **5.1** | The language shall be: | **English** |
| **8.1** | For **notices**, the Company’s address shall be: | |
|  |  | **Managing Director** |
|  |  | **Road Development Corporation** |
|  |  | **MSL Building,** |
|  |  | **Orchid Magu, Maafannu,** |
|  |  | **Male',** |
|  |  | **Republic of Maldives.** |
|  |  | **Republic of Maldives. Male',** |
|  |  | **Tel: + 960 3339060** |
|  |  | **e-mail: tender@rdc.com.mv** |
| **9.1** | The governing law shall be*:* | **The Laws and Regulations of the Republic of Maldives** |
| **10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be: | Disputes shall be referred to adjudication or arbitration in accordance with the Arbitration Act of the Republic of Maldives |
| **13.1** | Details of Shipping and other documents to be furnished are: | **For Goods supplied from abroad:**  Upon shipment, the Supplier shall notify the Company and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Company a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Company, with a copy to the insurance company:  (i) One original and two copies of the Supplier’s invoice, showing the Company as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;  (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Company as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;  (iii) two copies of the packing list identifying contents of each package;  (iv) copy of the Insurance Certificate, showing the Company as the beneficiary;  (v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;  (vi) one original of the Supplier’s Certificate of Origin covering all items supplied;  (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies;  **For Goods from within the Maldives:**  Upon or before delivery of the Goods, the Supplier shall notify the Company in writing and deliver the following documents to the Company:  (i) Two originals and two copies of the Supplier’s invoice, showing the Company, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;  (ii) two copies of delivery note, road consignment notes, truck or air waybill, or multimodal transport document showing Company as the consignee and delivery through to final destination as stated in the Contract;  (iii) copy of the Insurance Certificate, showing the Company as the beneficiary;  (iv) four copies of the packing list identifying contents of each package;  (v) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;  (vi) one original of the Supplier’s Certificate of Origin covering all items supplied;  (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);  The above documents shall be received by the Company before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **15.1** | Contract Price | The prices charged for the Goods supplied and the related Services performed shall not be adjustable. |
| **16.1** | Terms of payment | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Payment shall be made in Maldivian Rufiyaa (MVR) in the following manner:  (i) **Advance Payment:** Fifteen (15) percent of the Contract Price shall be paid on the request of the Supplier upon submission of the Bank Guarantee for the same, in the form attached in Annex II of this Contract. And issued from a bank acceptable to the Company. The Advance Payment will be retained from each subsequent payment until full recovery of the Advance Payment.  ***For Goods from abroad:***  **Materials at the Port of the Maldives:**  Specify Terms here  **On Acceptance:**  Specify Terms here  **Retention:** 5% of contract value will be held as retention payment till end of the retention period.  ***For Goods from the Maldives:***  **Materials at the Port of the Maldives:**  Specify Terms here  **On Acceptance:**  Specify Terms here  **Retention:** 5% of contract value will be held as retention payment till end of the retention period. |
| **16.5** | Payment delays | Not Applicable |
| **17.1** | Taxes and Duties | The Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed. |
| **18.1** | Performance Security | A Performance Security **SHALL BE** required |
| **18.3** | Performance Security | The performance security shall be in the form of a “performance bond” in the amount(s) of ***10* percent** of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  The performance security should be denominated in **Maldivian Rufiyaa (MVR) or US Dollar** |
| **18.4** | Discharge of the Performance Security shall take place: | Discharge of the Performance Security shall take place: Discharge of the Performance Security shall be at the **end of the Warranty Period.** |
| **23.2** | The packing, marking and documentation within and outside the packages shall be: | **Road Development Corporation**  **MSL Building,**  **Orchid Magu, Maafannu,**  **Male',**  **Republic of Maldives.**  **Republic of Maldives,**  **Tel: + 960 3339060**  **e-mail: tender@rdc.com.mv** |
| **24.1** | The insurance coverage shall be: | The insurance coverage shall be as specified in the Incoterms*.* |
| **25.1** | Responsibility for transportation of the Goods shall be: | As specified in the Incoterms. |
| **27.1** | The liquidated damage shall be: | The liquidated damages for the whole of the Works are as:  **(CP\*0.0025\*LD)**  CP (Contract Price)  LD (Late Duration) |
| **27.1** | The maximum amount of liquidated damages shall be: | **Fifteen (15%)****percent** of the Contract Price. |
| **28.3** | The period of the Warranty shall be:  For purposes of the Warranty, the place(s) of final destination(s) shall be: | Not Applicable  NA Applicable |
| **28.5** | The period for repair or replacement shall be: | The period for repair or replacement shall be: **within thirty (30) days of receipt of Notice.** |

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| Contract Forms |

**Table of Forms**

[1. Contract Agreement](#_Toc234067068)

[2. Performance Security](#_Toc234067069)

[3. Bank Guarantee for Advance Payment](#_Toc234067070)

Contract Agreement

**Procurement Reference:**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[insert complete name of Company]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of the Republic of Maldives, or corporation incorporated under the laws of Republic of Maldives]* and having its principal place of business at *[insert address of Company]* (hereinafter called “the Company”), and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

1. This Contract Agreement;
2. Special Conditions of Contract;
3. General Conditions of Contract;
4. Technical Requirements (including Schedule of Requirements and Technical Specifications);
5. The Supplier’s Bid and original Price Schedules;
6. The Company’s Letter of Acceptance;

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

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

5. The Company 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 Republic of Maldives on the day, month and year indicated above.

**For and on behalf of the Company**

|  |  |
| --- | --- |
| Signed: | ……………………… |
| Name: |  |
| In the capacity of: | *[Title or other appropriate designation]* |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Signed: | ……………………… *[signature of authorized representative(s) of the Supplier]* |
| Name: |  |
| In the capacity of: | *[Title or other appropriate designation]* |

Performance Security

*[The issuing bank, 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)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Company]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (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 hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[[1]](#footnote-1)) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,*[[2]](#footnote-2)* and any demand for payment under it must be received by us at this office on or before that date.We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Company’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*……………………..*

*[signatures of authorized representatives of the bank]*

Bank Guarantee for Advance Payment

*[The bank, 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)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

*[Issuing bank’s letterhead]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[[3]](#footnote-3) 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 date[[4]](#footnote-4)].*We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Company’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s) of authorized representative(s) of the bank]*

**Annex – H**

Bid Security (Bank Guarantee)

*The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Company]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[Procurement Reference 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 *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[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 by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Company during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Company]* as Obligee (hereinafter called “the Company”) in the sum of *[amount of Bond]*[[5]](#footnote-5) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Company dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply and delivery of *[general description of goods]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. withdraws its Bid during the period of bid validity specified in the Form of Bid; or
2. having been notified of the acceptance of its Bid by the Company during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Company up to the above amount upon receipt of the Company’s first written demand, without the Company having to substantiate its demand, provided that in its demand the Company shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Company at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)  
(Printed name and title) (Printed name and title)*

Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

To: *[complete name of Company]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Company for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bidding conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Company during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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

In the capacity of ……….. *[legal capacity of person signing the Bid Securing Declaration]*

Name:…………… *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: …………..*[complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

1. *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Company.* [↑](#footnote-ref-1)
2. *Dates established in accordance with Clause 18.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee.*  [↑](#footnote-ref-2)
3. *The issuing bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Company.* [↑](#footnote-ref-3)
4. *Insert the Delivery date stipulated in the Contract Delivery Schedule.*  [↑](#footnote-ref-4)
5. The amount of the Bond shall be denominated in Maldivian Rufiya or the equivalent amount in USD [↑](#footnote-ref-5)