



Request for Proposal

for

Human Capital Management System

**Merchant Bank of Sri Lanka & Finance PLC
Level 18, BOC Merchant Tower
28, St. Michael's Road
Colombo – 03
Sri Lanka**

Reference No.: MBSL/HCMS/2020/_____

Date: _____

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This schedule of activities is subject to change. Any changes will be notified in writing where ever feasible.

Schedule of Activities		
Serial No.	Activity	Description
1	Publishing the paper advertisement	18 th December 2020
2	Date, time and location for the collection of System Requirement Specification (SRS)	<p>A complete set of System Requirement Specification (SRS) may be obtained upon making a non-refundable deposit of LKR 10,000.00 by any interested Bidder from the address given below from 18th December 2020 to 11th January 2021 Between 0900 hrs. to 1500 hrs. (during working days)</p> <p style="text-align: center;">Senior Manager Support Services Division Merchant Bank of Sri Lanka & Finance PLC Level 10, BOC Merchant Tower No. 28 St. Michael's Road Colombo – 03</p>
3	Submission of Technical & Commercial Proposals	<p>3.1 Original and Duplicate Technical Proposals should be submitted in a hard copy and a soft copy in a single sealed envelope, written on the top left-hand corner as</p> <p style="text-align: center;">“Original & Duplicate – Technical Proposal for Human Capital Management System”</p> <p>3.2 Original and Duplicate Commercial Proposals should be submitted in a hard copy and a soft copy in a single sealed envelope, written on the top left-hand corner as</p> <p style="text-align: center;">“Original & Duplicate – Commercial Proposal for Human Capital Management System”</p> <p>3.3 Soft Copy of the Proposals should be on CD or DVD in the standard Microsoft Office suite of Programs.</p>
4	Closing date of accepting sealed Proposals	Sealed Technical and Commercial Proposals shall reach MBSL on or before 11 th January 2021, 1500 hrs.
5	Address	<p>The sealed Technical & Commercial Proposals shall be addressed to:</p> <p style="text-align: center;">Chairman Procurement Committee Merchant Bank of Sri Lanka & Finance PLC Level 18, BOC Merchant Tower No. 28 St. Michael's Road Colombo – 03.</p>

		and shall be delivered to: Senior Manager Support Services Division Merchant Bank of Sri Lanka & Finance PLC Level 10, BOC Merchant Tower No. 28 St. Michael's Road Colombo – 03
6	Opening Date of Sealed Proposals	11 th January 2021, 1500 hrs. Board Room Merchant Bank of Sri Lanka & Finance PLC Level 18, BOC Merchant Tower No. 28 St. Michael's Road Colombo – 03
7	Contact Details	Manager – Information Technology Division 011 4711773 or 0114 711711 ext. 1773
8	E-mail Address	hcms@mbslbank.com
9	Bid Bond/ Bank Guarantee	Irrevocable, unconditional and on-demand original Bid Bonds/ Bank Guarantees together with a copy for a sum of LKR 1 Million shall be submitted along with the <u>original - Technical Proposal</u> .
10	Period of validity of Proposals & Bid Bonds/ Bank Guarantees	Both Technical & Commercial proposals and Bid Bonds/ Bank Guarantees shall remain valid for a period of one hundred & eighty (180) days after the opening of the Technical Proposals. Any Proposals & Bid Bonds/ Bank Guarantees valid for a shorter period than 180 days shall be rejected.
11	Disqualification	11.1 <u>Bidders who have not adhered to the instructions given in this RFP will be disqualified.</u> 11.2 Bidders who make changes to the “System Requirement Specification” given in this RFP while giving their response will be disqualified. 11.3 It is mandatory to provide Bidder's information in the <u>exact format as given in this RFP</u> . Offer may not be evaluated in case of non-adherence to the format or partial submission of information.
12	Amendments to the RFP	MBSL may modify this RFP by issuing an addendum for any reason at any time before a week in advance to the final date of submission which will be duly informed to all Bidders via e-mail.

13	Obligations	<p>MBSL shall be under no obligation to accept any offer received in response to the RFP and shall be entitled to reject any or all offers including those received late or incomplete without assigning any reason whatsoever.</p> <p>Also, MBSL reserves the right to make any changes in the terms and conditions of this RFP. MBSL will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations.</p>
14	Advance Payments	<p>Selected Bidder is expected to give an additional “Bank Guarantee” equivalent to the advance payment percentage for any advance payments that are required by the Bidder.</p>
15	Bidding Cost	<p>Bidder shall bear all costs associated/ incidental to the preparation and submission of Bidder’s Proposals. MBSL is not responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
16	Fingerprint Scanning Devices	<p>Bidder should consider the existing Biometric Fingerprint Scanning Devices used by MBSL when proposing the HCMS solution.</p>

Human Capital Management System

<p>1. Project Overview</p>	<p>Merchant Bank of Sri Lanka & Finance PLC (MBSL) is one of the fastest-growing financial services providers in the country rapidly expanding its branch network and product portfolio with increased customer base invites bids from eligible bidders for Human Capital Management Systems which should be a cloud-based, web-enabled centralized solution with necessary security features.</p> <p>MBSL intends to select a vendor for Supply, Customization, Deployment, Maintenance & Support of Integrated Human Capital Management System. The selected vendor is expected to provide necessary data migration, implementation, and training.</p>
<p>2. Purpose</p>	<p>For improving HR management, best-practise processes and techniques in HR, Merchant Bank of Sri Lanka & Finance PLC (MBSL) wishes to use a web-enabled centralized Human Capital Management system with necessary and required security features.</p> <p>New technology and practices in the areas of Human Capital Management System should enable MBSL to achieve the objectives of operational efficiency, streamline processes and workflow automation in respect of HR-related functions.</p> <p>MBSL proposes to award the contract to a selected Bidder with necessary resources and expertise for delivering the software with relevant licenses and agreed on services as broadly outlined in the “System Requirement Specification”</p>
<p>3. Eligibility Criteria</p>	<p>General Criteria</p> <p>3.1 Bidder shall be a registered company in Sri Lanka having authority to carry out business and provide services as contemplated herein having experience in providing Human Capital Management System to the local market for three (03) years.</p> <p>3.2 Bidder shall have a proven track record of Supply, Customization, Deployment, Maintenance & Support of cloud-based Human Capital Management System for three (03) years.</p> <p>3.3 Bidder shall be a profit-making company after tax during the last three (03) financial years and having a minimum annual turnover of LKR 100 million. The Bidder is required to submit audited financials in proof of same.</p> <p>3.4 Bidder shall produce a self-declaration that the Bidder has not been blacklisted</p> <p>3.5 The bid must be registered at the Department of Register of Companies under Public Contract Act No. 03 of 1987 and submit the PCA3 Form.</p> <p>3.6 Bidder shall be able to provide technical support and assistance through a qualified and experienced technical team.</p>

	<p>3.7 Bidder Shall be able to provide a list of three (03) customer references preferably from the banking & financial services industry within the past three (03) years.</p>
<p>4. Scope of Work</p>	<p>4.1 The proposed HCMS solution should be capable of handling major functionalities as stated in the “System Requirement Specification”. Bidder may however indicate all functionalities/ capabilities available in the solution proposed.</p> <p>4.2 Bidder should Supply, Customization, Deployment, Maintenance & Support of Integrated Human Capital Management System (HCMS) meeting the features and functionalities mentioned in the “System Requirement Specification”.</p> <p>4.1 The system should be scalable to support additional users and modules.</p> <p>4.2 This system should be centralized with the facility of online access from the head office and branches at different locations. The proposed HCMS solution should also be accessible through the internet using a secure channel.</p> <p>4.3 The solution should have built-in features for providing role-based access to users of the company.</p> <p>4.4 The solution should provide a facility for processing Payroll, reimbursements, etc. and/or an ability to generate payroll data to be processed by a third party.</p> <p>4.5 Bidder shall be responsible for extractions, validations and migration of entire data from the existing systems to the new HCMS system. Also, before going-live to perform with proper validations, controls and consistency checks in coordination with the HR department.</p> <p>4.6 Bidder should provide required end-user IT support training to the selected MBSL's staff for operating the HCMS.</p> <p>4.7 The solution should be based on pure cloud/ hybrid architecture with no download required on any client machine whatsoever (That is to run the solution, the browser should be sufficient) with exception of certain administrative and development activities that require client environment.</p> <p>4.8 In case, the bidder has not indicated any component/module in their proposed solution and is required for the implementation of the solution, the successful bidder must provide required peripherals/equipment's, within the contracted price.</p> <p>4.9 Bidder should comply with all the UAT observation/s without any extra cost to MBSL and provide within the stipulated time frame mutually agreed between MBSL and the selected Bidder.</p> <p>4.10 Bidder should provide training to the technical team and functional team on the application of patches, system maintenance, HCMS administration and DB administration on or before live run starts.</p> <p>4.11 The solution should have built-in security features to help only authorized users to use the application as per the roles defined. The solution should have Standard security features like Password Policy</p>

	<p>Management, Password Management, User Management, Access control, Encryption of data, Time out and Audit Trails etc. should be supported in the solution.</p> <p>4.12 The product shall be under a warranty of 6 months from the date of live implementation during which additions/modifications/bug fixing shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty and support period. The warranty period of software would start from the date of pilot live implementation.</p> <p>4.13 The successful bidder shall be responsible to provide Technical Support of the product for its lifetime. Lifetime means time up to which MBSL will be using the solution. In the event, if Bidder discontinues/ upgrade the solution, Bidder shall provide upgrade/ transfer path at mutually agreed cost.</p> <p>4.14 The shortlisted Bidder should provide onsite support from 08.00 a.m. to 6.00 p.m. on the working day of MBSL, and offsite 24 × 7 support during the warranty period, immediately after live implementation without any extra cost.</p> <p>4.15 Bidder should provide a complete document on Disaster Recovery solution (DR) for the proposed solution.</p> <p>4.16 Bidder should develop a project implementation plan indicating milestones, deliverables and technical architecture of the solution</p> <p>4.17 The project implementation plan will be approved and monitored regularly and delay in achieving milestones and deliverables will be analyzed and corrective action must be taken by the Bidder.</p> <p>4.18 The Bidder should provide User Manual of the proposed HCMS in hard and soft copy.</p> <p>4.19 Bidder should be able to use the existing Biometric Fingerprint Scanning Devices for the proposed HCMS solution.</p> <p>4.20 Bidder should provide a detailed implementation plan along with an estimated project timeline.</p>
<p>5 Presentation</p>	<p>5.1 MBSL reserves the right to require a presentation of the proposed solution. If a presentation is requested, Bidders will be notified in writing of the request, date, time, location, and amount of time allowed for the presentation and/or questions and answer period.</p> <p>5.2 The entire evaluation committee will be present for presentations. All costs associated with the presentation will be the Bidder’s responsibility.</p>
<p>6 Software Licenses</p>	<p>6.1 MBSL will not be responsible or liable for any infringements or unauthorized use of licensed products. In the event of any claims against MBSL for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.</p>

	<p>6.2 Further, if the selected Bidder has missed out providing any required licenses to MBSL, then MBSL will not bear any additional amount for procurement of such licenses at a later date.</p> <p>6.3 Selected Bidder is required to consider the Technical Support of the Solution and related application software for the period of contract from day one.</p>
<p>7 Acceptance of Proposals</p>	<p>7.1 MBSL reserves the right to accept or reject in part or full any or all the offers and shall not be required to provide any reason whatsoever for such acceptance or rejection.</p> <p>7.2 No further discussion or interface will be granted to Bidders whose Proposals have been disqualified, rejected or cancelled.</p>
<p>8. Clarifications / Queries</p>	<p>8.1 Bidder can seek clarification by sending e-mails to hcms@mbslbank.com, within five (05) working days before the closing date of accepting the proposals.</p> <p>8.2 All clarifications and queries shall be e-mailed in the same serial order of this RFP by mentioning the relevant page number and clause number.</p> <p>8.3 All the clarifications shall become part and parcel of this RFP and Bidders shall give their responses duly taking into consideration the clarification given by MBSL.</p>
<p>9. Instructions to Bidders</p>	<p>9.1 Bidder shall adhere to the “Schedule of Activities” mentioned in this RFP.</p> <p>9.2 Bidder shall consider the information furnished in this RFP when submitting the response.</p> <p>9.3 Bidder shall submit the proposals as per the “System Requirement Specification” by considering “Scope of Work” given by MBSL. If there is any deviation, Bidder shall clearly state in the proposal with the reasons given.</p> <p>9.4 Bidder shall submit his response in English language only.</p> <p>9.5 Bidder shall quote in Sri Lankan Rupees only and proposals in currencies other than LKR would not be evaluated.</p> <p>9.6 Any Technical or Commercial Proposals submitted by the Bidder cannot be withdrawn or modified after the closing date and time of the Proposals.</p> <p>9.7 No request to change the last date or extend the period of submission of Proposals shall be entertained by MBSL. However, MBSL reserves its right to extend the given deadline for submission of the responses without giving any reason and such extension shall be at the sole discretion of MBSL.</p> <p>9.8 There shall be no hand-written material, corrections, alterations or tippexing in the proposals submitted by the Bidders. Any such proposals shall not be taken for evaluation.</p> <p>9.9 To assist in the evaluation and comparison of the offers, MBSL may, at its discretion, request any of the Bidders for clarifications to their offers.</p>

	<p>9.10 Bidder shall submit the response in a soft copy in Microsoft Word / Excel format for Technical and Commercial Proposals.</p> <p>9.11 MBSL shall not be held responsible for non-receipt of Proposals within the specified date and time due to any reason including postal delays or holidays.</p> <p>9.12 MBSL reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt and /or fraudulent practices or any malpractices.</p> <p>9.13 It is mandatory to provide the Commercial & Technical proposals in the exact format as given in this RFP. The offer will not be evaluated by MBSL in the event of any non-adherence to the format or partial submission of technical and/ or commercial details.</p> <p>9.14 Bidders shall acknowledge that information of MBSL that are business-sensitive in this RFP, shall not be disclosed to any of Bidders’ clients, agents or distributors or any third party without the prior written consent of MBSL.</p> <p>9.15 Any additional hardware, software and services that are not included in the Bid(s) submitted by the Bidder but are required to successfully fulfil the requirements mentioned in this RFP, shall be provided by the Bidder without any additional cost.</p>
<p>10 Required Documents</p>	<p><u>Technical Proposals</u></p> <p>10.1 Covering letter duly signed by the authorized signatory with company seal</p> <p>10.2 Bidder’s Profile</p> <p>10.3 Company Capability</p> <p>10.4 Product Capability</p> <p>10.5 Organization Credentials – Client List</p> <p>10.6 Organization Credentials – Client References</p> <p>10.7 The hard copy of the Technical Proposals including the detailed project implementation plan and estimated project timeline</p> <p>10.8 PCA3 Form</p> <p>10.9 Soft copy of the Technical Proposals in the format supported by Microsoft Office</p> <p>10.10 Qualifications and Experience of Project Team</p> <p>10.11 Financial Statements</p> <p>10.12 Response to the “System Requirement Specification”</p> <p>10.13 Estimated Project Time Line</p> <p>10.14 Technical Proposal – Check List</p> <p><u>Commercial Proposal</u></p> <p>10.15 Covering letter shall be duly signed by the authorized signatory with company seal</p> <p>10.16 Total Cost of the proposed solution</p> <p>10.17 Payment Schedule</p> <p>10.18 Annual Maintenance Contract Fees</p>

	<p>10.19 The hard copy of the Commercial Proposals of proposed HCMS</p> <p>10.20 Soft copy of the Commercial Proposals in the format supported by Microsoft Office</p> <p>10.21 Commercial Proposal – Check List</p>
11 Technical Proposals	<p>11.1 Under no circumstances, Bidders while giving their response shall change the information furnished by MBSL under the “System Requirement Specification”</p> <p>11.2 The Commercial Proposals shall be in-line with the “System Requirement Specification” & “Scope of Work” and shall not contradict or deviate from the Technical Proposals in any manner.</p> <p>11.3 Bidders who wish to submit any additional information/ corrections relevant to the Technical Proposal shall do so in a separate page/ sheet which shall be attached to the last page of the Technical Proposal.</p>
12 Commercial Proposal	<p>12.1 Bidder shall quote in Sri Lankan Rupees only and proposals in currencies other than LKR would not be evaluated.</p> <p>12.2 All out of pocket expenses, travelling and transportation, board and lodging expenses etc. incurred during the entire life of the contract should be a part of the Commercial Proposals submitted by the Bidder and no extra cost shall be payable by MBSL. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on MBSL for the same.</p>
13 Examination of the Proposals	<p>13.1 MBSL shall do a preliminary examination of all Bids to ensure that they are complete in all respects and all documents have been properly signed.</p> <p>13.2 The Technical Evaluation Committee reserves the right to select the most appropriate Technical Proposal based on the evaluation criteria which is confidential to MBSL.</p> <p>13.3 The Technical Evaluation Committee will recommend the eligible Bidders who are technically qualified to the Procurement Committee.</p>
14 Awarding of Contract	<p>14.1 The Procurement Committee shall negotiate with the selected Bidder on the terms and conditions of the award.</p> <p>14.2 The contract shall be awarded, and the delivery of the HCMS shall be placed on the selected Bidder. MBSL may send the Letter of Award either in full or partial delivery based on the project implementation plan.</p> <p>14.3 The selected Bidder shall submit the acceptance of the Letter of Award within seven (07) calendar days from the date of receipt of the Letter of Awards along with the Performance Bond.</p>

	<p>14.4 Selected Bidder shall submit a Performance Bond, as per the format provided by MBSL equivalent to 10% of the value of the contract price valid for six (06) months or until the project is completed.</p> <p>14.5 Selected Bidder shall sign and enter into a non-disclosure agreement (NDA) and a Service Level Agreement (SLA) in terms of accepting the detailed project implementation plan and maintaining the confidentiality of the information shared, which is reasonably acceptable by MBSL.</p> <p>14.6 MBSL at its discretion may cancel the order placed on the selected Bidder without giving any notice in the event of Bidder's failure to submit the acceptance with the Performance Bond within seven (07) calendar days from the date of the Letter of Award.</p> <p>14.7 MBSL reserves its right to consider at its sole discretion the late acceptance of the Letter of Award by the selected Bidder.</p> <p>14.8 On failure of the selected Bidder to accept the Letter of Award within seven (07) calendar days, MBSL shall be at liberty to proceed with the other qualified Bidder. The selected Bidder who failed to accept the order within stipulated time stands disqualified from further participation in this procurement.</p> <p>14.9 Within 21 calendar days from the date of acceptance of the order, the selected Bidder shall enter into an agreement with MBSL. All charges applicable to the preparation of the agreement shall be borne by the selected Bidder.</p> <p>14.10 MBSL shall reserve the right to invoke the Performance Bond before the expiry of the validity, in case the work is not completed within the stipulated time. MBSL shall notify the selected Bidder in writing before invoking the Bond.</p> <p>14.11 The Performance Bond will be discharged by MBSL and returned to the selected Bidder in six (06) months after the selected Bidder's performance obligations under the agreement are completed without any default and accepted by MBSL.</p>
15 Payment	<p>15.1 The finalized payment schedule agreed between the Bidder and MBSL shall be incorporated into the agreement which shall be in-line with the implementation plan and the milestones.</p>
16 Penalty	<p>16.1 MBSL reserves its right to impose penalties in the event of one or more of the following situations:</p> <p style="padding-left: 40px;">16.1.1 Failure to comply with the time frame as specified in the agreement.</p> <p style="padding-left: 40px;">16.1.2 A serious discrepancy in the quality of service delivered.</p> <p>Note: Penalty shall be mutually agreed upon at the time of signing the agreement.</p>

<p>17 Indemnity</p>	<p>17.1 Bidder shall indemnify MBSL and shall always keep MBSL indemnified and hold MBSL and its employees, personnel, officers, directors harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against MBSL as a result of any of the following:</p> <p>17.1.1 MBSL's authorized / Bonafede use of products and /or the Services provided by the Bidder under this RFP;</p> <p>17.1.2 An act or omission of the Bidder's employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP;</p> <p>17.1.3 Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;</p> <p>17.1.4 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against MBSL;</p> <p>17.1.5 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;</p> <p>17.1.6 Breach of confidentiality obligations of the Bidder contained in this RFP;</p> <p>17.1.7 Willful negligence or gross misconduct solely attributable to the Bidder or its employees, agents, contractors or subcontractors;</p> <p>17.1.8 The Bidder shall at its own cost and expenses defend or settle any claim against MBSL that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the deliverables and services are used, sold or received, provided to MBSL.</p>
<p>18 Publicity</p>	<p>18.1 Bidder is prohibited in using the name of MBSL in any publicity material without the specific written permission of MBSL.</p>
<p>19 Confidentiality and Non-Disclosure</p>	<p>19.1 Bidder agrees to receive in confidence all "Confidential Information" and agrees not to divulge the same to any other person under any circumstances, except to the extent provided for in this Agreement. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person.</p> <p>19.2 Bidder shall ensure that the Confidential Information is revealed only to such persons within their organizations as would be necessary to perform its obligations to MBSL. The parties shall be bound not to</p>

	<p>disclose under any circumstances any Confidential Information to any other person.</p> <p>19.3 Bidder shall also procure from their respective employees, officers and agents to whom “Confidential Information” is revealed a similar obligation of Confidentiality in the form of a Non-Disclosure Agreement, which is reasonably acceptable to MBSL.</p> <p>19.4 For the purposes of this clause “Confidential information” means any and all oral, written and/or electronic information, material, documents and data which the parties or any of their directors, employees, agents or representatives may furnish to the other party or to which such party is afforded access directly or indirectly for the purpose of this RFP, whether marked “confidential” or by its nature is intended to be confidential or if orally disclosed identified as “confidential” at the time of disclosure, including, but not limited to: (i) all data, reports, documents, computer programs, business activities, marketing and sales activities, know-how, formulae, processes, licenses, designs, drawings, photographs, specifications , forecasts, opinions, estimates, projections, plans, graphs, financial and other information which is not available to the general public ; (ii) all items which come into existence through modifications or developments to such information, any reports, analysis, studies, memoranda or other documents prepared incorporating, deriving from, or reflecting such information, and such other items arising directly or indirectly from the use of such information; PROVIDED HOWEVER that, “Confidential Information” shall not include that information, (i) which is of public knowledge or which becomes generally available to the public without any act or omission on the part of any party, or, (ii) which is approved for release to others by the written authorization (iii) which is required to be disclosed by law or by an order of a competent Court or Tribunal having jurisdiction or by any rule or regulation of any statutory, regulatory or governmental authority</p>
<p>20 Force Majeure</p>	<p>20.1 The Bidder 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 failures to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>20.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>20.3 A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three (3) calendar days of the occurrence of such event. If unless otherwise directed by MBSL in writing, the Bidder shall</p>

	<p>continue to perform its obligations under the agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>20.4 If force majeure applies, dates by which performance obligations are scheduled to be met shall be extended for a period equal to the time lost due to any delay so caused.</p>
21 Termination for Default	<p>21.1 MBSL may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the selected Bidder, terminate the Agreement in whole or in part:</p> <p>21.2 If the Bidder fails to deliver any or all the Goods and Services within the period(s) specified in the agreement, or within any extension thereof granted by the Bank or</p> <p>21.2.1 If the Bidder fails to perform any other obligation(s) under the agreement.</p> <p>21.2.2 If the Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.</p> <p>21.3 In the event MBSL terminates the Agreement in whole or in part, MBSL may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected Bidder shall be liable to MBSL for any excess costs for such similar Goods and/or Services. However, the selected Bidder shall continue performance of the agreement to the extent not terminated.</p>
22 Termination for convenience	<p>22.1 MBSL, by written notice sent to the selected Bidder, may terminate the agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MBSL's convenience, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective.</p>
23 Governing Law	<p>23.1 This RFP shall be governed by and construed in accordance with the laws of Sri Lanka and the courts of Sri Lanka shall have exclusive jurisdiction to hear and determine any matters or disputes arising herefrom or hereunder.</p>



1. Technical Proposal

1.1 Bidder's Profile

Ref	Description	Bidder's Response
1	Name of the Company	
2	Address of Registered Office / Head Office	
3	Name of the parent company	
4	Major shareholders	
5	Phone Number	
6	Fax Number	
7	E-mail ID	
8	Date of Establishment	
9	Business Registration No. (Attach a copy of Business Registration/certificate of incorporation)	
10	Name of Chief Executive Officer	
11	Name of Contact Person and Phone No	
12	Line of Business Activity	
13	Date from which the Bidder is experienced in a similar type of activity	
14	Details of Quality Certifications Obtained for the Company & its Services etc. (attach copies).	
15	Total No of Branch Offices	
16	Total Number of Employees	

Date:

Signature of Authorized Official with Seal

1.2 Bidder's Eligibility Criteria

##	Company Capability	Bidder's Response
1	Bidder shall be a registered company in Sri Lanka having authority to carry out business and provide services as contemplated herein having experience in providing Human Capital Management System to the local market for three (03) years.	Attach Proof
2	Bidder shall have a proven track record of Supply, Customization, Deployment, Maintenance & Support of cloud-based Human Capital Management System for three (03) years.	Attach Proof
3	Bidder shall be a profit-making company after tax during the last three (03) financial years and having a minimum annual turnover of LKR 100 million. The Bidder is required to submit audited financials in proof of same.	Attach audited financials
4	Bidder shall produce a self-declaration that the Bidder has not been blacklisted.	Attach
5	The bid must be registered at the Department of Register of Companies under Public Contract Act No. 03 of 1987 and submit the PCA3 Form.	Attach
6	Bidder shall be able to provide technical support and assistance through a qualified and experienced technical team.	Attach Proof
7	Bidder Shall be able to provide a list of three (03) customer references preferably from the banking & financial services industry within the past three (03) years.	Attach Proof

Date: _____

Signature of Authorized Official with Seal _____

1.3 Company Capability

##	Company Capability	Bidder's Response
1	When did you start providing the cloud-based "Human Capital Management System" to the local market	
2	No. of Clients in Sri Lanka for the past three (03) years for this product	
3	No. of Clients globally for this product during the past three (03) years (For information purpose only)	
4	The total staff strength of your organization	
5	Company certifications (if any)	

Date:

Signature of Authorized Official with Seal

1.4 Product Capability

##	Company Capability	Bidder's Response
1	How long the proposed "Human Capital Management System" is in the market?	Please provide evidence
2	How often the proposed "Human Capital Management System" has been revised or upgraded?	Please provide evidence
3	Did this product go through any major upgrade/ changes within the past three (03) years	Please provide evidence
4	When did you release the last upgrade?	Please provide evidence
5	Did this product get any certification?	Please provide evidence
6	Whether any ranking is given by the third party reviewers namely Gartner, Foster etc. (if any)	Please provide evidence
7	Does this product come with six (06) months warranty	Please confirm

Date:

Signature of Authorized Official with Seal

1.5 Organization Credentials – Client List

Please furnish client references for the cloud-based HCMS Solution within the past three (03) years.

##	Client's Name	Industry	Date of commencement	Date of completion
1				
2.				
3.				
4.				
5.				

Date:

Signature of Authorized Official with Seal

1.6 Organization Credentials – Client References

Please provide the top three (03) credentials.

Ref	Same Industry	Bidder's Response
1	Client Name	
2	Address	
3	Contact person and designation	
4	Telephone	
5	Email	
6	List down the Modules	
7	Scope of the Project	
8	Duration of the Project	

Date:

Signature of Authorized Official with Seal

1.7 Hardware and Software Requirement

Please specify whether any hardware, software and/or other services required for the implementation.

Ref	Same Industry	Bidder's Response
1	Hardware requirement	
2	Software Requirement	
3	Database Requirement	
4	Operating System Requirement	
5	Web browser Requirement	
6	VPN – Bandwidth Requirement	
7	Others	

Note: The above-listed items will be provided by MBSL

Date:

Signature of Authorized Official with Seal

1.8 Qualifications and Experience of Project Team

This form is to be filled for each key team member proposed

Ref	Description	Bidder's Response
1	Team member name	
2	Date of Birth	
3	Proposed position/Role in the project - On-site / off-site - Full time / Part-time	
4	Number of years with the company	
5	Professional/Academic qualifications	
6	Related Experience Record:	
	• Project Name / Organization Name	
	• Project Description:	
	• Position Held:	
	• Relevant experience for the proposed position/Role - Product-related experience - Industry-related experience	
	• Period and Duration of the Project	
7	Employment record in previous Company:	
	• Period	
	• Description	

Date:

Signature of Authorized Official with Seal

1.9 Financial Statements

Please attach annual reports/ duly audited financial statements for the past three (03) financial years.

Financial Year	2017-18	2018-19	2019-20
Turnover			
Net Profit after TAX			
Total Assets			
Total Liabilities			

Date:

Signature of Authorized Official with Seal

1.10 Estimated Project Timeline

Please specify the estimated project timeline for each module.

No	Description	TimeLine
1	HR Manager	
2	Payroll	
3	Time Management	
4	Leave Tracking	
5	Loan Tracking	
6	Employee Benefit Tracking	
7	Staff Cost Analysis	
8	Manpower Planning	
9	Recruitment and Selection	
10	Employee Performance Appraisal	
11	Training and Development	
12	Staff Mobility (Transfers)	
13	Superannuation and Severance	
14	Open Door Policy	
15	Employee Inquiry – Web/Intranet	
	Total	

Date:

Signature of Authorized Official with Seal

1.11 Technical Proposal – Check List

Ref.	Description	✓
a.	Covering letter duly signed by the authorized signatory with company seal	

b.	Bidder's Profile	
c.	Company Capability	
d.	Product Capability	
e.	Organization Credentials – Client List	
f.	Organization Credentials – Client References	
g.	Qualifications and Experience of Project Team	
h.	The hard copy of the Technical Proposal	
i.	Soft copy of the Technical Proposal in the format supported by Microsoft Office	
j.	PCA3 Form	
k.	Hardware & Software requirements	
l.	Response to the “System Requirement Specification”	
m.	Financial Statements	
n.	Estimated Project Time Line	

2. Commercial Proposal

2.1 Total Cost of the Cloud-based Solution

All figures should be quoted in Sri Lankan currency (LKR) including all applicable taxes.

No	Description	No. of Employees	Cost per user (LKR)	Total Cost (Excluding Tax)	Tax	Total Cost (Including Tax)
1	Monthly rental	1000				
2	Implementation Cost					
3	Other Cost					
	Total Cost					

*** Please Indicate what are other costs**

Date:

Signature of Authorized Official with Seal

2.2 Payment Schedule

Bidder should be able to provide a flexible payment term and state the percentage of the payments of the total value.

Terms	Description	MBSL Preferred Percentage	Bidder's Preferred Percentage
1 st Payment	On confirmation	20%	
2 nd Payment	On delivery/implementation	30%	
3 rd Payment	On Customization & UAT	20%	
4 th Payment	Live implementation	20%	
5 th Payment	After three months of live implementation	10%	
Total Percentage			

Note: For the advance payment MBSL requires an additional “Bank Guarantee” that should be equivalent to the advance payment.

Date:

Signature of Authorized Official with Seal

2.3 Annual Maintenance Contract (AMC) Fees (if any)


Bidder should give the Annual Maintenance Contract fee “Percentage” of the total HCMS Solution cost.

Terms	Description	Percentage
2 nd year	AMC Fees	
3 rd year	AMC Fees	
4 th year	AMC Fees	
5 th year	AMC Fees	

Date:

Signature of Authorized Official with Seal

2.4 Commercial Proposal – Check List

Ref.	Description	
a.	Covering letter duly signed by the authorized signatory with the company seal or rubber stamp	
b.	Total Cost of the Solution	
c.	Payment Schedule	
d.	Annual Maintenance contract Fees	
e.	The hard copy of the Commercial Proposal	
f.	Soft copy of the Commercial Proposal in the format supported by Microsoft Office	