



**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**University of Sri Jayewardenepura**

**Design, Development, Implementation, Commissioning and  
Maintenance of Examination Management System**

**IFB NO: SJP/SD/NCB/2024/002**

**Single Stage – Two Envelope Bidding Document**

<b>Deadline for the Submission of Bid</b>	<b>07<sup>th</sup> March 2024</b>
<b>Bid Validity up to</b>	<b>06<sup>th</sup> June 2024</b>
<b>Tender Document Fee (Non-Refundable)</b>	<b>Rs. 2,000.00</b>
<b>Bid Security</b>	<b>Rs. 150,000/- . As stated in the Bidding data</b>
<b>Bid Security validity Period</b>	<b>04<sup>th</sup> July 2024</b>
<b>Bid security addressed to (Beneficiary)</b>	<b>Vice Chancellor</b>

**Client**

**University of Sri Jayewardenepura,  
Gangodawila, Nugegoda, Sri Lanka**



**University of Sri Jayewardenepura**  
**INVITATION FOR BIDS (IFB)**  
**DESIGN, DEVELOPMENT, IMPLEMENTATION, COMMISSIONING AND**  
**MAINTENANCE OF EXAMINATION MANAGEMENT SYSTEM FOR THE**  
**UNIVERSITY OF SRI JAYEWARDENEPURA**

**IFB NO: SJP/SD/NCB/2024/002**

The Chairman, Department Procurement Committee, University of Sri Jayewardenepura, Nugegoda invites sealed bids from eligible bidders for the Design, Development, Implementation, Commissioning and Maintenance of Examination Management System for the University of Sri Jayewardenepura.

1. Bidding will be conducted through the National Competitive Bidding (NCB) procedure.
2. Interested eligible Bidders may obtain further information from the Deputy Bursar, Supplies Division (Contact No. 011-2758217) of the University of Sri Jayewardenepura, and inspect the Bidding document university website <http://www.sjp.ac.lk> from 16<sup>th</sup> February 2024 to 06<sup>th</sup> March 2024.
3. A complete set of bidding documents in English may be purchased by interested Bidders by downloading from the above website and upon payment of a non-refundable fee of Rs. 2,000/- (Rupees Two Thousand). Non – refundable fee can be paid to the University Main Collection Account by using bank Account No. 097- 1- 001-6-2315454 to any branch of People’s Bank. The documents may be purchased from 9.00 a.m. 16<sup>th</sup> February 2024 to 06<sup>th</sup> March 2024.

The original payment receipt should be attached to the bidding documents upon submission of the bid and will be checked at the opening of the bids.

4. Technical and financial bids must be submitted in separate sealed envelopes inserted into a single sealed cover envelope and must be delivered in duplicate to the address below on or before 1.30 p.m. on 07<sup>th</sup> March 2024. Please indicate the “Design, Development, Implementation, Commissioning and Maintenance of Examination Management System (IFB NO. SJP/SD/NCB/2024/002)” on top of the left corner of the cover envelope.

5. All Bids must be accompanied by an unconditional, on demand Bid Security as stipulated in the bidding data from any commercial Bank registered under the Central Bank of Sri Lanka as specified in the BDS, ITB 20.2.

It should be included with the technical proposal.

6. The Bids shall be deposited in the ‘Tender Box’ available in the Supplies Division of the University of Sri Jayewardenepura or sent under registered cover to be received before the deadline at the address given below. Late bids will be rejected. The technical proposals of the bids will be opened immediately after closing of the Bids on 07<sup>th</sup> March 2024 in the presence of the Bidders or their authorized representatives who choose to attend the bid opening.

7. Pre-bid meeting will be held on 20<sup>th</sup> February 2024 **10.00 a.m. at the Supplies Branch, University of Sri Jayewardenepura.** Interested bidders are requested to participate.

**The Chairman Department Procurement Committee**  
**University of Sri Jayewardenepura.**  
**Gangodawila, Nugegoda.**

February 16, 2024

## Definitions

Following terms are used in the document interchangeably:

Word / Phrase	Definition / Clarification
Purchaser	Refers to University of Sri Jayewardenepura (University)
Bidder	<p>"Bidder" is defined as the respondent to the bidding document and the entity who signs the bidding document.</p> <p>i. Bidder: The Bidder should have a valid business registration in Sri Lanka (Companies Act 2007).</p> <p>ii. Joint venture /Consortium: Not allowed</p> <p>Bid, Proposal, Offer "Bid", "Proposal" or "Offer" means response to this invitation to bid by the bidder and have been used interchangeably in the document.</p> <p>Agreement, Contract "Agreement" or "Contract" have the same meaning and have been used interchangeably in the document.</p>
Solution	"Solution" is defined as the Design, Development, Implementation, Commissioning and Maintenance of Examination Management System
Application	"Application" is defined as software of the proposed Examination Management System.
Contractor	"Contractor" is defined as the party whose bid has been accepted and Issued the Letter of Acceptance.
Sri Lankan	"Sri Lankan" is defined as a citizen of Sri Lanka by descent or by registration.
Principal	"Principal" is defined as the owner of the brand / intellectual property rights of the main application software product offered in this bid

## **SECTIONS**

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**SECTION I**

**INSTRUCTIONS TO BIDDERS (ITB)**

**General**

- 1. Scope of Bid**
- 1.1 University of Sri Jayewardenepura (The Purchaser) indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (Individual contracts), if any, are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
- a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
  - b) if the context so requires, “singular” means “plural” and vice versa; and
  - c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the University
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines.

**(CC 3)**

- i. Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- ii. Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The University requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the University to establish bid prices at artificial, noncompetitive levels; and
- d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the University found any unethical practices as stipulated under ITB Clause 3.2, the University will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

**4. Eligible Bidders**

- 4.1 All bidders shall possess legal rights to supply the Goods and Services under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods / services to be purchased under these Bidding Documents ; or

b) Submit more than one bid in this bidding process.

4.3 Foreign Bidder may submit a bid only if so stated in the **BDS**.

**5. Eligible Goods / Services**

**(CC 7)**

5.1 All goods/services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods/ services supplied shall be complied to other internationally accepted standards.

## **Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of a single Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Invitation for Bids
  - Section I. Instructions to Bidders (ITB)
  - Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Schedule of Requirements
  - Section VI. Conditions of Contract (CC)
  - Section VII. Contract Data
  - Section VIII. Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the University in writing at the University's address specified in the BDS. The University will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The University shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the University deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.



- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the University may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

### **Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 10. Site Visits**
- 10.1 Unless otherwise stated in **BDS**, the Bidder may wish to visit and examine the site or sites of the University and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

The University will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the University adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the University may organize a site visit or visits concurrently with the pre- bid meeting. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

- 11. Pre-Bid meeting**
- 11.1 When specified in the BDS, the University will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to

reach the University not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause

7.1. The questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the University. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the University exclusively by issuing an Addendum pursuant to ITB Clause 8.

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|--|---|
| <b>12. Language of Bid (CC 5)</b>                  | 12.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the University shall be written in English language.  |
| <b>13. Documents Comprising the Bid</b>            | <p>13.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 14, 16, and 17;</li> <li>b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22;</li> <li>c) documentary evidence in accordance with ITB Clauses 20 and 31, that the Goods and Related Services conform to the Bidding Documents;</li> <li>d) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and</li> <li>e) Any other document required in the BDS.</li> </ul> |
| <b>14. Bid Submission Form and Price Schedules</b> | <p>14.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>14.2 Letter of Authorization to sign/ commit the bidder should be annexed.</p>   |
| <b>15. Alternative Bids</b>                        | 15.1 Alternative bids shall not be considered.  |
| <b>16. Bid Prices and Discounts</b>                | <p>16.1 The Bidder shall indicate on the Price Schedule the unit prices/ item prices and total bid prices of the goods / services it proposes to supply under the Contract.</p> <p>16.2 Any discount offered against any single item in the price</p>   |

schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

16.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

16.4 i. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier.

ii. However, VAT shall not be included in the price but shall be indicated separately;

iii. The price for inland transportation, insurance and other related services to deliver the goods to their final destination.

iv. the price of other incidental services

16.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 33.

16.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

**17. Currencies of Bid**

17.1 Unless otherwise stated in **BDS**, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

**18. Documents Establishing the Eligibility of the Bidder**

18.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**19. Documents Establishing the Conformity of the Goods / Services**

19.1 To establish the conformity of the Goods / Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods / Service conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods / Services, demonstrating substantial responsiveness of the Goods / Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

19.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods / Services during the period if **specified in the BDS** following commencement of the use of the Goods / Services by the University.

**20. Documents  
Establishing the  
Qualifications  
of the Bidder  
(CC 6)**

20.1 By submission of documentary evidence in its bid, the Bidder must establish to the University's satisfaction:

(a) that, in the case of a bidder offering to supply those key components / types of equipment identified in the BDS under the Contract that the Bidder did not itself manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply those components in Sri Lanka. (This will be accomplished by submission of Manufacturer's Authorization Forms, as indicated in 'Section IV. Bidding Forms'); and

(b) That it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. (For the purposes of establishing a Bidder's qualifications the experience and / or resources of Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture / Consortium partner will be considered.) any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture / Consortium partner will be considered.)

(CC 20)

20.2 Bids submitted by a Joint Venture / Consortium / Association of two or more firms as partners shall also comply with the following requirements:

- (a) the bid shall be signed so as to be legally binding on all  
  
partners;
- (b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture / Consortium / Association, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- (d) the partner or combination of partners that is responsible for a specific component(s) of the proposed Solution must meet the relevant minimum qualification criteria for that component;
- (e) Unless otherwise stated in **BDS**, a firm may submit bids either as a single Bidder on its own, or as a partner in one Joint Venture / Consortium / Association submitting bids in response to these Bidding Documents. Furthermore, a firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture / Consortium / Association, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software manufactured or produced by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture / Consortium / Association. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture / Consortium / Association, a firm may be proposed as a Subcontractor in any number of bids.
- (f) All partners of the Joint Venture Consortium / Association shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the Contract (in case of a successful bid).

20.3 As stated in **BDS**, if a Bidder intends to subcontract of services, it shall include in the bid details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for

ensuring that any Subcontractor has not been black listed by the Government of Sri Lanka / the University. Bidders are free to list more than one Subcontractor against each item. Quoted rates

and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. Any subsequent additions or deletions of Subcontractors shall be done only with the prior approval of the University.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Solution to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

**21. Period of Validity of Bids**

- 21.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the University as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity date, the University may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- 22. Bid Security**
- 22.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 22.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - b) Be issued by an institution acceptable to University.
  - c) be substantially in accordance with the form included in Section IV, Bidding Forms;
  - d) be payable promptly upon written demand by the University in case the conditions listed in ITB Clause 22.5 are invoked;
  - e) be submitted in its original form; copies will not be accepted;
  - f) Remain valid for the period specified in the BDS.
- 22.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 22.1 and 22.2, may be rejected by the University as non-responsive.
- 22.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.
- 22.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 21.2; or
  - b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 32.3
  - c) if the successful Bidder fails to:
    - i. sign the Contract in accordance with ITB Clause 44;
    - ii. furnish a Performance Security in accordance with ITB Clause 45.
- 23. Format and Signing of Bid**
- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 13 and clearly

mark it as  
"ORIGINAL."  
" In addition,  
the Bidder  
shall submit a  
copy of the  
bid and  
clearly mark  
it as "COPY."  
In the event of  
any  
discrepancy

between the original and the copy, the original shall prevail.

23.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

23.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **Submission and Opening of Bids**

#### **24. Submission, Sealing and Marking of Bid**

24.1 Bidders may always submit their bids by mail or by hand.

a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.



24.2 The inner and outer envelopes shall:

- a) Bear the name and address of the Bidder;
- b) be addressed to the University in accordance with ITB Sub- Clause 25.1;
- c) bear the specific identification of this bidding process as indicated in the BDS; and
- d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

If all envelopes are not sealed and marked as required, the University will assume no responsibility for the misplacement or premature opening of the bid.

24.3 Each copy of the bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in rejection of the Bid.

24.4 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the University. The University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

**25. Deadline for Submission of Bids**

25.1 Bids must be received by the University at the address and no later than the date and time specified in the BDS.

25.2 The University may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the University and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**26. Late Bids**

26.1 The University shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the University after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**27. Withdrawal,**

27.1 A Bidder may withdraw, or modify its Bid after it has been

**and  
Modification of  
Bids**

submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- b) Received by the University prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 43.1.

27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**28. Bid Opening**

- 28.1 The University shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the University. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the University may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance

with ITB Sub Clause 24.1.

- 28.4 The University shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet.

**Evaluation and Comparison of Bids**

**29. Confidentiality**  
**(CC 19)**

- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the University in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

- 29.3 Notwithstanding ITB Sub-Clause 29.2, if any Bidder wishes to contact the University on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 30. Clarification of Bids**
- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the University may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the University shall not be considered for purpose of evaluation. The University's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the University in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids**
- 31.1 The University's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) affects in any substantial way the scope, quality, or performance of the Goods / Services specified in the Contract; or
- b) limits in any substantial way, inconsistent with the Bidding Documents, the University's rights or the Bidder's obligations under the Contract; or
- c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the University and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**32. Nonconformities, Errors, and Omissions**

32.1 Provided that a Bid is substantially responsive, the University may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

32.2 Provided that a bid is substantially responsive, the University may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that the Bid is substantially responsive, the University shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the University there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 32.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
- 33. Preliminary Examination of Bids**
- 33.1 The University shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 13 have been provided, and to determine the completeness of each document submitted.
- 33.2 The University shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- a) Bid Submission Form, in accordance with ITB Sub-Clause 14.1;
- b) Price Schedules, in accordance with ITB Sub-Clause 14;
- c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The University shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The University shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the University determines that the Bid is not substantially responsive in accordance with ITB Clause 31, the University shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 17.1, for evaluation and comparison purposes, the University shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 36. Domestic Preference**
- 36.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin

of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

**37. Evaluation of Bids**

- 37.1 The University shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the University shall only use all the factors, methodologies and criteria defined in this ITB Clause 37.
- 37.3 To evaluate a Bid, the University shall consider the following:
- a) the Bid Price as quoted in accordance with clause 16;
  - b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
  - c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 16.2; and 16.3
  - d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 36 if applicable.
- 37.4 The University's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub- Clause 37.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods / Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 37.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the University to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

**38. Comparison of Bids**

38.1 The University shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.

**39. Post- qualification of the Bidder**

39.1 The University shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily

39.2 The determination shall be based upon an examination of the

documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the University shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**40 University's Right to Accept Any Bid, and to Reject Any or All Bids**

40.1 The University reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

40.2 The University reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

**Award of Contract**

**41. Award Criteria**

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

**42. University's Right to Vary Quantities at Time of Award**

42.1 The University may at any time, by a written order given to the Bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

**If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall**



accordingly  
be amended.  
Any claims by

**the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the University's changed order.**

**43. Notification of Award**

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

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

- 43.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 45, the University will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 22.4.
- 44. Signing of Contract**
- 44.1 Within Twenty-One (21) days after notification, the University shall complete the Agreement, and inform the successful Bidder to sign it.
- 44.2 Within Seven (14) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 45. Performance Security (CC 17)**
- 45.1 Within Ten (10) days of the receipt of notification of award from the University, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.
- 45.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the University may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the University to be qualified to perform the Contract satisfactorily.

## SECTION II BIDDING DATA SHEET (BDS)

The following specific data for the Goods / Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

### ITB Clause Reference

#### A. General

**ITB 1.1** The Purchaser is: Vice Chancellor, University of Sri Jayewardenepura

**Bid Title:** “Design, Development, Implementation, Commissioning and Maintenance of Examination Management System”

IFB NO: SJP/SD/NCB/2024/002

**ITB 2.1** Source of funds: Government of Sri Lanka

**ITB 4.3** Foreign bidders are not allowed.

#### B. Contents of Bidding Documents

**ITB 7.1** For Clarification of bid purposes only, the University’s address is: Attention: Deputy Bursar, Supplies Division, University of Sri Jayewardenepura, Gangodawila, Nugegoda  
Telephone: +94 11 2758216/217

#### C. Preparation of Bids

**ITB 10.1** Not applicable for this Bid.

**ITB 11.1** The Pre- bid meeting will be held on **20/02/2024 at 10.00 hrs** on Board Room, Supplies Division, University of Sri Jayewardenepura, Gangodawila, Nugegoda.

University’s requirements are stated in the Bid document and Bidder shall clarify all the issues/ ambiguities in the bidding document at the pre- bid meeting. Once the contract is awarded University’s explanation to its requirement/scope will be treated as final.

**ITB 13.1 (e)** i. The Bidder should submit duly filled forms with supporting documents mentioned in Section IV.

**ITB 17.1** i. Any item sourced and supplied within Sri Lanka must be quoted only in Sri Lankan Rupees (LKR);  
ii. Any item sourced and supplied outside Sri Lanka may be quoted in USD as per the format given in the price schedule.

**ITB 20.2 (e)** Following types of Bidders are allowed to participate for this procurement.

- i. Bidder: The Bidder should have a valid business registration in Sri Lanka (Companies Act 2007).
- ii. Joint venture /Consortium: Not allowed.

**ITB 21.1** The bid shall be valid until 06<sup>th</sup> June 2024

**ITB 22.1** Bid shall include a Bid Security / Bank Guarantee issued from a Sri Lankan commercial bank acceptable to the University. A Cash Deposit is also accepted in lieu of Bid Security.

**ITB 22.2** The amount of the Bid Security or security deposit shall be LKR Rs. 150,000/- and shall be valid up to 04<sup>th</sup> July 2024 and addressed to the Vice Chancellor, University of Sri Jayewardenepura.

#### **D. Submission and Opening of Bids**

**ITB 24.1** Two envelopes: **Technical and financial bids must be submitted in separate sealed envelopes, marked “Technical Proposal” and “Financial Proposal”, respectively, and the two envelopes must be inserted into a single sealed envelope.** If a bid contains a single envelope with unsealed technical and financial information, it will be rejected.

**Note: The bid submission form must be included in the financial proposal.**

Bids shall be deposited in the tender box provided for the purpose in the Supplies Division, University of Sri Jayewardenepura, Gangodawila, Nugegoda or Send through the Registered post, which must reach the address on or before the deadline stipulated in the advertisement.

**ITB 24.2 (c)** The envelopes shall bear the following identification marks:  
Bid Title for technical proposal: “Design, Development, Implementation, Commissioning and Maintenance of Examination Management System (Technical Proposal)”

IFB NO: SJP/SD/NCB/2024/002

Bid Title for financial proposal: “Design, Development, Implementation, Commissioning and Maintenance of Examination Management System (Financial Proposal)”

IFB NO: SJP/SD/NCB/2024/002

**Each cover envelope must clearly indicate the Company Name and Address of the Bidder. If an envelope does not contain any identification information of the bidder, it will be rejected.**

**The bidder shall submit the bids under the Two Envelope Method. Accordingly, Technical Bids and Financial Bids shall be separately marked and submitted inside a single cover envelope.**

**Technical bid** shall comprise the following documents in a separate envelope.

- i. Letter of Technical Bid
- ii. Bid Particulars for the Bid (Section IV- Form 2)
- iii. Bidder Profile (Section IV- Form 3)
- iv. Bidder’s details (Section IV- Form 4)
- v. Compliance certificate and affidavit (Section IV- Form 5)
- vi. Authorization to sign the Bidding Forms (Section IV- Form 6)
- vii. Bid Security (Guarantee) [Section IV- Form 9]
- viii. Specimen for Response sheet for Technical and Functional Requirements (Section IV- Form 10)
- vix. Methodology and Detailed Project plan (Section IV- Form 11)
- x. Letter of Authorization for Attending Technical Bid Opening (Section IV- Form 14)
- xi. Litigation History (Section IV- Form 15)
- xii. Signed Sections of the Bidding Document
- xiii. Warranty and maintenance agreements
- xiv. Any other requested documents in the bidding document which are not related to the financial bid

Financial bid shall comprise the Bid Submission Form and Price Schedule together in a separate sealed envelope.

**ITB 25.1** For bid submission purposes, the University’s address is:

Attention: Deputy Bursar Supplies

Address: University of Sri Jayewardenepura, Gangodawila, Nugegoda

The deadline for the submission of bids is:

Date: 07<sup>th</sup> March 2024

Time: 13.30 hrs

- ITB 28.1** The Technical bid opening shall take place at:  
Address: The Board Room, Supplies Division, University of Sri Jayawardenepura, Gangodawila, Nugegoda  
Date: 07<sup>th</sup> March 2024  
Time: 13.30 hrs
- ITB 36.1** Domestic preference shall not be a bid evaluation factor.
- ITB 37.3(d)** The adjustments shall be determined using the Pre-qualification criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

## **SECTION III EVALUATION AND QUALIFICATION CRITERIA**

### **Contents**

#### **1. Evaluation Criteria (ITB 37) - Methodology of Evaluation**

##### **1. Preliminary Bid Examination**

##### **1.1 Stage 1- Evaluation of Bidder's eligibility and qualifications**

Among the Bids received, the University will examine the bids to determine whether they are complete, whether required Bid Bond has been furnished, whether the documents have been properly signed by a person who is duly authorized to sign the bidding documents on behalf of the bidder with documentary evidence to illustrate such authority, and whether the bids are generally in order. Only the Bids that are valid and substantially responsive will be considered for subsequent evaluations by the University.

Any Bid that is not substantially responsive to Evaluation of Bidder's eligibility and qualifications will be considered non-responsive and will be excluded from subsequent evaluations.

##### **1.2 Stage 2- Deviations from the provision of Bidding Document**

- (a)** Any deviation found in the bid will be categorized either as a major deviation or a minor deviation considering its impact on the scope, objectives and outcome of the proposed project.
- (b)** Compliance with technical, operational, functional and non-functional requirements

Using the information provided in the Bid, including but not limited to the Bidder's response to requirements listed in "Section V: Schedule of Requirements" and related supporting information the University will evaluate the Bids compliance with technical, operational, functional and non- functional requirements of the proposed Solution. The factors considered for this evaluation will broadly consist of the following:

- i. Substantial responsiveness of the bidder's proposed Solution to requirements listed in Section V: Schedule of Requirements

- ii. Substantial compliance with standards and regulatory requirements as per ITB Clause 5.1
- iii. Technical accuracy, correctness, performance, reliability and safety of the proposed Solution and its key components
- iv. Substantial compatibility of the proposed Solution with the operating environment and operational procedure requirements
- v. Use of latest technology and equipment
- vi. Any deviation found during the Detailed Technical Evaluation will be categorized either as a major deviation or a minor deviation considering its impact on the scope, objectives and outcome of the proposed project.
- vii. Presence of a major deviation generally will result the Bid to be considered as not substantially responsive to the Detailed Technical Evaluation.
- viii. Non-agreement to all the clauses in the Contract agreement, Non-disclosure agreement, Service Level agreement and the Post warranty annual maintenance agreement will be considered as not substantially responsive and the bid will be rejected.
- ix. Non-submission of audited accounts for the years 2020/21, 2021/22, 2022/23 will be considered as not substantially responsive and the bid will be rejected.
- x. Non-submission of annual tax return receipt from the Inland Revenue Department for the year 2022/23 will be considered as not substantially responsive and the bid will be rejected.
- xi. Bids that do not contain financial proposal for all the faculties will be rejected at the financial evaluation stage.

### 1.3 Stage 3: Technical Bid Evaluation

The Solution Capability Assessment will be based on the following criteria:

- a. The functional and technical requirements are given in **Section V** respectively containing the required functionality features.
- b. The bidder should provide its response to the requirements in Section V using the **format given Section IV**.
- c. Bidder must quote for all the requirements/items.



SECTION III- EVALUATION AND QUALIFICATION CRITERIA

- d. Project completion reports (project signoffs) of previous projects should be submitted with the bid.
- e. The bidder should make a demonstration to the Technical Evaluation Committee members appointed by the University to evaluate the bids and to verify the responses on the functional requirements. Bidder's responses will be verified at the Technical Proposal and Solution demonstration as follows:

**Technical Proposal**

• Successful completion of similar projects in the last 10 years (5 marks each)	15
• Software architecture (provide diagram indicating users, front-end, back-end, DB,etc)	20
• Technical approach and methodology (Describe software development methodology, action plan, timelines, etc as given below)	30
• Transfer of knowledge (Describe how to train relevant staff)	15
○ Key personnel (5 marks per person, based on qualifications)	20
Total Marks for Technical Proposal (T <sub>m</sub> )	100

**Technical Approach and Methodology**

The technical approach and methodology should include aspects such as

- a. Approach and methodology for Design phase
  - b. Software/system implementation
  - c. System roll out
  - d. Training
  - e. Project management (how version control is done).
  - f. System maintenance and support including;  
Bidder's support mechanism  
Whether dedicated support staff will be maintained at the University on an ongoing basis.  
Call centres/Help desk
  - g. Bidder may give suggestions on improvement of the scope of work given in the tender document and may mention the details of any add on services related to services over and above what is laid down in the tender document.
  - h. Best practices in university operations
  - i. Flexibility in terms of meeting change requirements, future products and services and integration requirements
  - j. Provide the feature upgrading roadmap of the Solution/ planned release roadmap
3. The Bidder shall describe in detail the architecture of applications, processing layers, communication processing and security.

**Solution Demonstration**

The following criteria will be evaluated during solution demonstration.

SECTION III- EVALUATION AND QUALIFICATION CRITERIA

○ Demonstration of understanding of the problem	20
○ Clarity of presentation	10
○ Confidence in successfully completing the solution	10
○ Demonstrate security aspects of the solution	20
○ Demonstrate faculty-based modularity of the solution	20
○ Demonstrate software architecture	10
○ Demonstrate skills in software project management (eg. version control, resource management)	10
●	
Total marks for Solution Demonstration (S <sub>d</sub> )	100

Note:

- Software architecture should clearly indicate the users (students, staff, admin), databases, servers, data flow, applications, etc.
- Security aspects should demonstrate how the application and data are secured.

Weighted scores obtained for both Technical responses and product demonstration will be considered in the “Relative Technical Bid Score calculation”.

$$\text{Technical Score of proposal } T_p = 0.8 \times T_m + 0.2 \times S_d$$

$$\text{Relative Technical Score } T_f = 100 \times T_p / T_h \quad ; T_h = \text{highest technical score by a bidder}$$

#### 1.4 Stage 4: Financial Bid Evaluation

All the financial bids of Bidders who obtain 75% or above in Technical Score (T<sub>p</sub>) from the technical evaluation will be opened in the presence of said bidders. In the event that there are fewer than three bidders with 75% or above, three bidders with highest Technical Score (T<sub>p</sub>) will be considered from Bidders with a minimum T<sub>p</sub> of 70% in total marks for further financial evaluation. The bids that score less than the minimum mark T<sub>p</sub> at the technical evaluation, as above, will not be considered for financial evaluation and the envelope containing the financial proposal will be returned to such bidders unopened.

### 1.5 Stage 5: Technical and Financial Bid Evaluation

An “Evaluated Relative Bid Score” will be calculated for each short listed bid using the following formula, as a comprehensive assessment of the cost component and the technical merit of each short listed bid.

Quotations will be evaluated based on the following criteria.

Financial score  $S_f = 100 \times (F_m)/F_p$  ;  $F_m$  = lowest price,  $F_p$  = price of the proposal

Weight for Financial proposal  $F_w = 0.3$ , Weight for technical proposal  $T_w = 0.7$

Evaluated Relative Bid score  $S = S_f \times F_w + T_f \times T_w$

The University reserves the right to award this contract to the bidder who scores the highest “Evaluated Relative Bid Score”

**SECTION IV**  
**BIDDING FORMS**  
**Table of Forms**

1. Bid Submission Forms
2. Bid Particulars for the Bid
3. Bidder Profile
4. Bidder's details
5. Compliance certificate and affidavit
6. Authorization to sign the Bidding Forms
7. Bid Security (Guarantee)
8. Specimen for Response sheet for Technical and Functional Requirements
9. Letter of Authorization for Attending Bid Opening
10. Litigation History

## 1. Bid Submission Form

This form must be included in the Financial Proposal Envelope

**Bid Reference No: IFB NO. SJP/SD/NCB/2024/002**

Vice Chancellor  
University of Sri Jayewardenepura  
Gangodawila  
Nugegoda

Dear Sir,

### **Bidding document for “Design, Development, Commissioning and Maintenance of Examination Management System ”**

With reference to the above bid, having examined and understood the instructions including all sections, terms and conditions, project scope forming part of the bid, we, the undersigned, offer to deliver goods and services in conformity with the said bid and in accordance with our proposal and total cost indicated in the price schedules for **Design, Development, Commissioning and Maintenance of Examination Management System** as mentioned in the bidding document.

The Total Cost of LKR (in figures) from corresponding entry of the Grand Summary Cost Table I.6 (Discounted Total Cost (if any) excluding VAT) is ....., (in words) .....

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

In the event of acceptance of our bid by the University we undertake project as per your purchase order.

In the event of our selection by the University for the said project, we will submit a Performance Bond for a sum equivalent to 10% of the value of the contract in LKR to the University valid for a period of one year in favor of University of Sri Jayewardenepura.

We agree to abide by the terms and conditions of this bid offer till .....and our offer shall remain binding upon us which may be accepted by the University any time before.....

We have no conflict of business interest Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract has not been declared on the List of Defaulting Contractors of Government of Sri Lanka or University of Sri Jayewardenepura or any Statutory Government Corporation, Board or Agency.

*SECTION IV: BIDDING*

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

We understand that the University is not bound to accept the lowest or any bid the University may receive.

We enclose Bid bond / Bank guarantee **issued by .....** **Bank in favor of University of Sri Jayewardenepura, on ..... (date), payable at Colombo.** Dated this day of 2023

Name and Signature:

(In the Capacity of) \_\_\_\_\_

Duly authorized to sign the bid offer for and on behalf of

Seal.

Place:

Address:

## 2. Bid Particulars for Bid

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Is the Bidder, the Principal Owner of the Solution or a Joint Venture / Consortium ?	
4.	In the case of Joint Venture / Consortium, Partner in Charge	
5.	Name of the person to whom all references shall be made regarding this bid	
6.	Designation of the person to whom all references shall be made regarding this bid	
7.	Address of the person to whom all references shall be made regarding this bid	
8.	Telephone No. (with country and area code)	
9.	E-Mail of the contact person:	
10	Fax No. (with country and area code)	

Name:

Place:

Date:

Seal & Signature of the bidder

### 3. Bidder Profile

*If the bidder is a joint venture / consortium should fill this Annexure for all the parties in the Joint Venture / consortium separately*

1.	Name of the Company	
2.	Year Established	
1.	Bidder's status (Company registration)	
4.	Head Office Address	
5.	Telephone No.	
6.	Fax No.	
7.	E-mail Address	
8.	Name of the Key representative for this project	
9.	Any accreditations / Certifications	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Name:

Place:

Date:

Seal & Signature of the bidder



## 4. Bidder's Details

### General Instructions:

- The Bidder should enclose adequate supporting documents to substantiate the information being provided below for each of the mentioned points.
- The Bidder should understand the Scope of work in detail as provided in the Bid document before filling up the below details.
- Add more columns and rows wherever required.

### 4.1 Details of the bidder (software already developed)

<b>Name of the bidder</b>	
<b>Name of the Principal</b>	
Product Name	
Version quoted in this bid	
Date of release of the above version	

### 4.2. Audited Annual Turnover of the Bidder for the last three years.

(Please provide the information in LKR/USD. \*Bidder shall specify the currency.)

	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
Bidder			

### 4.3. Tax registration Number (TIN Number):

Provide receipt of annual tax return issued by the Inland Revenue Department for the year 2022/23.

**4.4.** Please provide details of prior experience of the Bidder in Software Development

(copy this table for multiple projects)

Assignment Name:	Approx. value of contract (in LKR/USD, please specify the currency) :
Duration of assignment (months):	Total No. of staff months of the assignment:
Name of client:	
Address:	
Start Date (month/year):	Name of the senior professional staff of your firm involved and functions performed:
Completion Date (month/year):	
Narrative description of the project:	
Actual description of the services provided by you in the assignment:	

Seal & Signature of the bidder

Name:

Date:

## 4.5 Key personnel

A) Staff details (Front-end, back-end, tech-lead, UI/UX, QA, etc). Attach CVs.

- Academic qualifications
- Designation
- Experience in IT field
- Software skills

**4.6. Conformity to Eligibility Pre-Criteria (Should be annexed all documentary evidences)**

Eligibility Criteria	Compliance Yes/No	Details of proof
<b>1. General</b>		
i. The Bidder or any party/parties of the Bidder should not be on the list of Defaulting Contractors of the Government of Sri Lanka or of the University of Sri Jayewardenepura.		Undertaking from the Bidder as stated in Section IV - Affidavit”
ii. Bidder or its Related Companies should not have a conflict of interest relate to the business domain of the University within Sri Lanka.		Undertaking from the Bidder
/		
<b>3 Performances and Experiences of the Bidder and the Proposed Solution:</b>		
i. In case of independent Bidder, the Bidder should have experiences in implementing similar solution in minimum three (03) instances		Copies of purchase orders/ credential letters from clients /letters of awards or valid document to prove the qualification.

#### 4.7. Reference Site Details

Name of the Client (client name) Complete Address of  
Country

Brief description of 'the nature of business/process

Contact details (At least two contact details of senior staff of the client are to be provided for each reference)

Contact 1 Name:

Designation:

Contact No:

Email id:

Contact 2 Name:

Designation:

Contact No:

Email id:

Brief description of the scope of services provided under the software implementation/ software maintenance contracts:

Duration of assignment including start date and end date:

Approximate value of the assignment (in LKR/USD):

***Note: Letter of consent from the University to act as 'Reference site' to be enclosed.***

Name:

Place:

Date:

Seal & Signature of the bidder

## 5. Compliance Certificate and Affidavit

To :

Date:

The Vice Chancellor  
University of Sri Jayewardenepura

Dear Sir,

Ref: - **Bid Reference No.....**

1. Having examined the Bid Document including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired services for the Design, Development, Implementation, Commissioning and Maintenance of Examination Management System for University of Sri Jayewardenepura in conformity with the said bid and in accordance with our proposal and the schedule of prices of this bid.
2. If our Bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 91 (from.....to .....) days from the date of bids.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We agree that the University is not bound to accept the lowest or any Bid that the University may receive.
6. We are not in the list of Defaulting Contractors of the Government of Sri Lanka or of the University of Sri Jayewardenepura or of any Statutory Government Corporation or Board.
7. We do not have any dispute including legal dispute, existing or in the past, with any client with respect to Solution implementation and performance.
8. We shall observe confidentiality of all the information passed on to us in course of the bidding process and shall not use the information for any other purpose than the current bid.

Name:

Place:

Date:

Seal & Signature of the bidder

### Affidavit

(If the Bidder is a Company)

#### AFFIDAVIT

I .....(Name of the Director) ..... being a ..... do hereby solemnly, truly and sincerely state / swear as follows;

1. I am the affirming / deponent above named.
2. I declare that I am a Director of the Company incorporate under Company Act No..... and having its registered office at ..... and I have personal knowledge of this matter.
3. I declare / swear that ..... (Name of the Company) .....has not been placed on the List of Defaulting Contractors of the Government of Sri Lanka or of the University of Sri Jayewardenepura or of any Statutory Government Corporation or Board.

The contents are read over by the deponent/affirming and signed at

..... on this .....( ) day of ..... Two Thousand and .....

Rs. 50 stamp

BEFORE ME

JUSTICE OF THE PEACE/  
COMMISSIONER OF OATHS

## **6. Authorization to sign the Bidding Forms**

Authorization should be one of the following forms.

1. A resolution made by the Board of Directors and certified by the company secretary
2. Power of Attorney attested by a lawyer

.



## 7. Form of Bid Security (Bank Guarantee)

----- [insert name,  
and address of issuing Bank or Branch office]

**Beneficiary:** ----- University of Sri  
Jayewardenepura, Gangodawila, Nugegoda' [insert name and address of Employer /  
Purchaser]

**Date:** -----

**BID GUARANTEE No. :** -----

We have been informed that -----  
----- [insert name and address of the Bidder] (hereinafter called "the Bidder")  
has submitted to you ----- [insert name of the Employer / Purchaser]  
(hereinafter called Employer / Purchaser) its bid dated -----  
(hereinafter called "the Bid") for the execution of ----- [insert  
description of Contract] under Invitation for Bids No. ----- [insert IFB number]  
(hereinafter called "the IFB")

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

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

- a) has withdrawn its Bid during the period of bid validity specified; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders  
(hereinafter "the ITB"); or
- c) having been notified of the acceptance of its Bid by the Employer / Purchaser during  
the period of bid validity,  
Appendix 9- fails or refuses to execute the Contract Form, if required, or  
(ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee shall expire:

- Appendix 9- if the Bidder is the successful bidder, upon our receipt of copies of the  
Contract signed by the Bidder and of the Performance Security issued to  
you by the Bidder; or

- (b) if the Bidder is not the successful bidder, upon the earlier of;
  - (i) the successful Bidder furnishing the performance security; or otherwise,
  - (ii) it will remain in-force up to ----- [*insert specific date of expiry*]

Consequently, any demand for payment under this guarantee must be received by us at -----  
----- [*insert address of the issuing Bank or Branch office of the issuing Bank*] on or before ----- [*insert the expiry date*]

This guarantee shall become automatically null and void and cease to be of any force or avail in law after ----- [*insert expiry date*]

This guarantee is neither transferable nor assignable.

This guarantee shall be governed and construed in accordance with laws of Sri Lanka.

Dated at ----- on this ----- day of ----- 20-----

-----  
[signature]  
Authorized Officer

Name: -----  
Designation: -----  
Seal: -----

-----  
[signature]  
Authorized Officer

Name: -----  
Designation: -----  
Seal: -----

**8. Response for Technical and Functional Requirements**

No.	Functional Requirement	Bidders comment
1	User Authentication/ Authorization controls	
2	Marks entering and management	
	Management related to students and courses upto GPA calculation	
	Self-Exam registration System	
	.....	
	.....	
3	Validation of marks	
	Manage the security of the marks	
	check the alteration of the grades	
	....	
	.....	

**9. LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**To:** Vice Chancellor  
University of Sri  
Jayewardenepura  
Gangodawila  
Nugegoda

**Design, Development, Implementation, Commissioning and Maintenance of Examination Management System**

**Bid No. P/**

..... (name of representative) bearing  
National Identity Card/ Passport/ Driving License (or any other valid identity) No.  
..... is hereby authorized to attend the tender opening on .....  
for the tender mentioned above on behalf of .....  
(name of bidder/ company/ agency/ firm)

.....  
Signature of authorized signatory of  
the company/ agency/ firm with seal

**NOTE: *This document should be prepared in a company letter head and to be submitted along with a photocopy of the National ID card / driving Licenses of the participant when entering to the Tender Room. Permission for entry to the tender room may be refused in case authorization as prescribed above is not submitted.***

## **10. Litigation History**

**Name of Bidder :**

Bidder shall provide information on any history of litigation or arbitration contracts executed in the last five years or currently under execution.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, in LKR or US \$ equivalent)

Seal & Signature of the bidder

Name:

Date:

**SECTION V**  
**SCHEDULE OF REQUIREMENTS**

**Contents**

1. Project Details
2. Delivery Period
3. Technical Specifications
4. Payment plan

## **1. Project Details**

Faculties of Allied Health Sciences, Technology, Dental Sciences and Urban & Aquatic Bioresources (4 Faculties) have been established recently and intends to computerize examination processes.

### **1.2 Project Scope**

- i. Design, Development, Implementation, Commissioning and Maintenance of Examination Management System
- ii. Sizing of the required hardware, databases, middleware etc.
- vi. Documentation

### **1.3. User Acceptance Testing**

The Contractor should setup UAT environment for testing. The standard UAT signoff shall be used for final payment release.

### **1.4 Training**

The successful bidder shall be responsible for providing training core staff of both technical and functional groups. Training infrastructure (except the training material which shall be prepared by the successful bidder) will be provided by the University.

## **1.5 Documentation**

### **System Manuals / Documentation**

The bidder shall provide the following documentation

- a) Product literature
- b) Operating manuals
- c) General specifications
- f) Data Dictionaries and Schemas
- g) Configuration diagrams
- h) Application architecture

In case of any feature changes/fixes in the supplied systems, the bidder shall update the system manuals and provide the updated system manuals to the University.

### **1.6 Post Implementation Support and Review**

The Contractor should provide service support under the warranty period. A minimum of **six months** on-site support, from the go-live date, should be provided by the Contractor.

Any gaps identified by the University during post implementation reviews and are within the scope of required features will have to be closed by the bidder within a reasonable time frame at no extra cost.

### **1.7 Maintenance / support and warranty of the Solution**

Detailed description is given in Conditions of Contract (Section VI) and Contract Data (Section VII).

## **1.8 Technical and Operational Constraints**

Technical and operational constraints should be highlighted in the proposal (i.e. maximum number of users the systems can handle at a given point of time, data handling limitations, integrating with other systems etc.). Such constraints should not be restrictive on the minimum requirement specified by the University in this bidding document.

## **1.9 Project Timelines**

The bidder should complete the implementation including Design, Development, Implementation, Commissioning and Maintenance of Examination Management System for University of Sri Jayewardenepura within **Four (04) to Five (05) months** from the date of signing the contract.

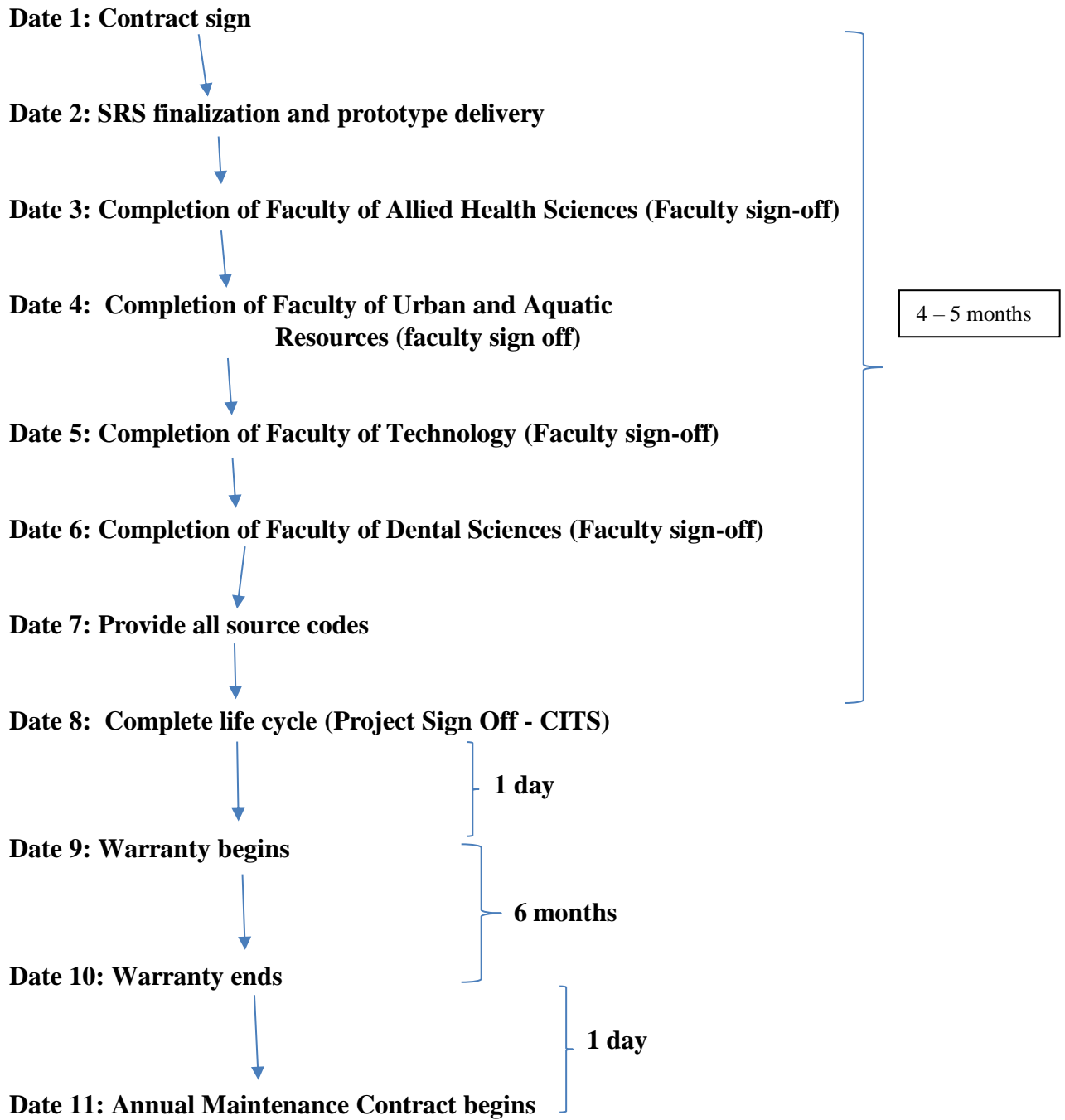
**The implementation shall comprise of system installation, commissioning, configuration, customization, parameterization, UAT, implementation in the production environment, training and documentation. The period of warranty will start from the date of production go-live of all the faculties and as agreed by the University and the bidder.**

## **2. Delivery Period**

Work should commence on site within 4 weeks of the order and confirmation of availability of hardware.

The Contractor shall execute the order within the specified time and shall at all-time keep the University duly informed of arrangements for delivery, installation, commissioning etc. University and the contractor shall agree on the phasing out of the modules of the proposed Solution within the overall project implementation timeline.





### 3. Technical and Functional Requirements

This assignment is focused on developing both an offline local server-based and a web-based Examination Management System. The web version must be cross-browser and cross-OS compatible up to the most recent browser/OS versions, and needs to be responsive such that it renders well and is usable on a variety of desktop displays.

The proposed system should consist of the following modules/phases;

- a) User Authentication/ Authorization controls
  - Manage user authority levels such as creating accounts and defining roles in admin panel.
- b) Marks entering and management
  - Management related to students and courses upto GPA calculation, Self-Exam registration System, Student attendance management, Manage attendance related functions and attendance sheets, Handling exam admissions, Generation and printing of admissions for the exam with QR code validation, Self-Admission Collecting (with QR code self-validation), Exam Attendance & Marks Sheets Printing, Marks entering, Result sheets printing, GPA calculation according to the rules and regulations of the university, Transcript printing (with online QR code validation) & Relevant Report generation.
- c) Validation of marks
  - Manage the security of the marks and check the alteration of the grades, Incorporation of Encryption Standards, keys, algorithms and validation rules are required.
- d) Organizing data and backup management
  - Manage the database backups such as Automated Database Backups & Database syncing (between local and web servers).
  -
- e) Students' Performance and Evaluation
  - The proposed system should consist of; Login management, Student attendance management, Course enrollment, Exam registration, Field selection, Admission, Semester results, Overall results, GPA calculator, Medical management, Notice board

### 3.1 Required Functions of the Proposed Examination Management System

f) Offline local server

- An offline local server for entering marks (inaccessible to students) and an online web server (accessible by students) must be available.
- The data relating to marks must be encrypted such that high security is ensured along with efficiency.

g) Marks system

- The system should handle activities from adding a course and student enrollment to up to GPA calculation. Some faculties may follow the “Term” system instead of the “Semester System”. It should allow the entering of marks manually and using Excel sheets.
- It should facilitate all activities related to course management and student details management.

The system should allow the addition of departments, to give authority to courses, and automate functionalities related to final results board management (ability to display each user’s final result to the exam board in a sequence manner).

- The system should also have proper means of backup and restore management using a menu item in the system..
  - Related to examination management activities, it should allow the generation of attendance sheets, marks sheets, GPA calculation, results sheet validation using QR code, etc. (Sample sheets shall be given to the developer).
- [QR code should be printed on the results sheet. When it is scanned, page should open with details of the student (index number, name, results, etc).
- Ability to view each student’s term results history including assignments (Faculty of Dental Sciences)

h) Online students’ system

- Using the online web application, students must be able to view their profiles, semester-wise/ overall marks, grades and SGPA & CGPA, register for examinations (Course enrollment and repeat courses), apply for medicals, get admissions for exams, view attendance, etc.
- Other services required include student confirmation letters, transcript applications, and performance and evaluation services.

i) Online lecturers’ system

- Lecturers must be able to enter marks (CA and ESA) to courses using a web browser. The system should allow the entering of marks by the first

examiner and second examiner separately, and validate them. It should facilitate viewing details of marks and status (pending/ finalized).

- The Head of the Department should be able to give authority to respective lecturers to enter marks. Lecturers should also be able to view student profiles.

j) Reports

- Relevant reports (to be specified by the department during the requirement gathering process) generation must be facilitated. The system should facilitate predefined report generation as well as customizable report generation.

f). Integrations: an API must be given for students to view results in USJNet (campus students portal)

g). Existing data shall be migrated to the proposed system.

- h). Development of new functionalities within the scope of existing features must be carried out without extra cost.

### 3.2 Security features & administrator access

k) The Proposed system should perform the security of the system and its data with https protocol. Payments and the installation of ssl certificate must be carried out by the vendor. Letsencrypt certificates are acceptable provides that the developer installs the certificate with auto-update script.

l) Marks/Confidential data should be encrypted.

m) Administrator panel restricted to access distinguished IP addresses given by the institute.

n) An isolated network connection to the database server and computers used to enter marks which is not accessible to the student and may be hosted in the university cluster.

### 3.3 Facilities granted by the Client

Relevant infrastructure (hosting space, backup snapshots of data, data and information, and necessary equipment) will be facilitated by the University. It is advisable for the bidder to provide required server configurations and other requirements along with the bidding document.

### 3.4 Source Codes

The developer/supplier should provide all source codes to the University and also commit each and every update to GitLab repository given by the university prior to release of payments.

## 4. Payment Plan

Step	Percentage (%)	Works to be complied
1 <sup>st</sup> Step	5	SRS finalization and Prototype delivery
2 <sup>nd</sup> Step	15	Design, development, testing and deployment of the marks entering system and student portals - Faculty of Allied Health Sciences
3 <sup>rd</sup> Step	15	Design, development, testing and deployment of the marks entering system and student portals - Faculty of Urban and Aquatic Resources
4 <sup>th</sup> Step	15	Design, development, testing and deployment of the marks entering system and student portals - Faculty of Technology
5 <sup>th</sup> Step	15	Design, development, testing and deployment of the marks entering system and student portals - Faculty of Dental Sciences
<b>6<sup>th</sup> step</b>	10	Provide all source codes to the University and commit each and every update to GitLab repository given by the university Develop a method to take backups on a specific schedule. Prepare and handover user manuals
<b>7<sup>th</sup> step</b>	15	After the date of the acceptance of the system, it should run through a complete life cycle. During this period, the developer/supplier shall resolve any bugs or other issues encountered during normal operations of the software.
<b>8<sup>th</sup> step</b>	<b>10</b>	After the 1-year warranty period. One year period will be calculated from the date of the acceptance of the system and go-live.

Payments will be effected in Sri Lanka Rupees by applying the middle rate published by the Central Bank of Sri Lanka as at the invoice date. The Contractor is responsible for issuing the invoice immediately after completion of the payment Milestones as accepted by the University. Payments will be effected in Sri Lanka Rupees by applying the middle rate published by the Central Bank of Sri Lanka as at the invoice date. The Contractor is responsible for issuing the invoice immediately after completion of the payment Milestones as accepted by the University.

- ii. The University will pay 50% of the annual maintenance payment in advance at the commencement of the annual maintenance period upon submission of advanced payment guarantee and remaining 50% of the payment will be paid at the last month of each annum of the maintenance period, after deducting the penalties.
- iii. For milestone payments, proportionate breakdown will be applied if required considering the prices given under bid.

## **Section VI – Price Schedules**

### **Design, Development, Implementation, Commissioning and Maintenance of Examination Management System**

**IFB NO: SJP/SD/NCB/2023/005**

**Price schedules are categorized under the following three sections;**

- 1. Section 1 :** Cost of the Solution
- 2. Section 2:** Breakdown of post warranty support and maintenance
- 3. Section 3** Grand Summary Cost Table

As indicated in the ITB clause No. 16.3, If a Bidder wishes to offer any price reduction (discount) for the award of contract, shall specify the applicable price reduction considering the following.

- i. Any discount resulting from the technical basis
- ii. Any commercial or licensing discounts that can be offered

**Section 1: Cost of the Solution**  
**Table I.1**

<b>1. Cost of the Application – Faculty of Technology</b>		
<b>Cost Item</b>		<b>Cost LKR</b>
Cost of Application (inclusive of duties, sales and other taxes) Excluding VAT		
Total Cost Excluding VAT		
Discount		
Discounted Total Cost (if any) excluding VAT		
VAT		
Total Cost of Application Including VAT		

Seal & Signature of the bidder

Name:

Date:

**Section 1: Cost of the Solution**  
**Table I.2**

<b>Cost of the Application – Faculty of Dental Sciences</b>		
Cost Item		Cost LKR
Cost of Application (inclusive of duties, sales and other taxes) Excluding VAT		
Total Cost Excluding VAT		
Discount		
Discounted Total Cost (if any) excluding VAT		
Total Cost of Application Including VAT		

Seal & Signature of the bidder

Name:

Date:



**Section 1: Cost of the Solution****Table I.3**

<b>Cost of the Application – Faculty of Urban &amp; Aquatic BioResources</b>		
Cost Item		Cost LKR
Cost of Application (inclusive of duties, sales and other taxes) Excluding VAT		
Total Cost Excluding VAT		
Discount		
Discounted Total Cost (if any) excluding VAT		
Total Cost of Application Including VAT		

Seal &amp; Signature of the bidder

Name:

Date:

**Section 1: Cost of the Solution****Table I.4**

<b>Cost of the Application – Faculty of Allied Health Sciences</b>		
Cost Item		Cost LKR
Cost of Application (inclusive of duties, sales and other taxes) Excluding VAT		
Total Cost Excluding VAT		
Discount		
Discounted Total Cost (if any) excluding VAT		
Total Cost of Application Including VAT		

Seal &amp; Signature of the bidder

Name:

Date:

**Table I.5 Grand Summary Cost Table**

a	b	c	d	e	f
Description	Faculty of Technology	Faculty of Dental Sciences	Faculty of Urban and Aquatic BioResources	Faculty of Allied Health Sciences	Total
Cost of Application (inclusive of duties, sales and other taxes) Excluding VAT					
Total Cost Excluding VAT					
Discount					
Discounted Total Cost (if any) excluding VAT					
Total Cost of Application Including VAT					
<b>Total</b>					

Seal &amp; Signature of the bidder

Name:

Date:

**Special Note:**

- a) The solution must not be based on any licensing requirement based on users or any other unit.
- b) The discounted Total Cost (if any) excluding VAT in column should be stated in the Bid Submission Form.**
- c) The software must be developed using agile framework. Already developed commercial frameworks or platforms are not acceptable. The University reserves the right to develop the software system to all the 4 faculties or a selected set of faculties.
- b) The bidder should strictly follow the formats of this Section. If the space is inadequate, the bidder may prepare own appendixes following strictly to the format given above.
- c) Prices and other cost data should be furnished for every item offered. The cost stated should cover all environments for the University.
- d) The relevant technical data of the Solution offered should be forwarded along with the bid.
- e) The bidder should be entirely responsible for all taxes, duties, expenses and all other charges incurred in this event (which are not mentioned in the above schedule).**
- g) VAT Registration No.....

Seal & Signature of the bidder

Name:

Date:

**Table I.6**

<b>2. Cost of Change Requests (CR) / New Requirements (NR) (Hourly Rate)</b>	
<b>Cost Item</b>	<b>Cost/hour LKR</b>
i. Cost for CR or NR (inclusive of duties, sales and other taxes) Excluding VAT	
ii. Total Cost for Customization Excluding VAT	
iii. Discount	
iv. Discounted Total Cost (if any) excluding VAT	
v. VAT	
vi. Total Cost for Customization Including VAT	

Seal &amp; Signature of the bidder

Name:

Date:

## Section 2: Breakdown of post warranty support and maintenance

Bidder must provide the breakdown of the post warranty maintenance cost for 1<sup>st</sup> to 5<sup>th</sup> year using the table given below. (Please Refer ITB 17.1)

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
Post warranty maintenance cost (% of initial cost of development)	15%	16%	17%	19%	20%
Post warranty maintenance cost (in LKR)					
Post warranty maintenance cost (in USD)					

- Bidder shall not increase the percentage values in the table from 1<sup>st</sup> year to 5<sup>th</sup> year.
- It is compulsory to quote in LKR. Payments will be made on the invoiced date based on Central Bank exchange rate prevailing at invoiced date.
- The post warranty support and maintenance cost percentage is capped at 20% from 5<sup>th</sup> Year onwards.
- University reserves the right to consider the percentage values in the above table from the contract award amount.

Seal & Signature of the bidder

Name:

Date:

## **SECTION VII**

### **CONDITIONS OF CONTRACT**

1. Definitions
2. Contract Documents
3. Fraud and Corruptions
4. Interpretations
5. Language
6. Joint Venture, Consortium or Association
7. Eligibility
8. Notices
9. Governing Law
10. Settlement of Disputes
11. Scope of Supply
12. Delivery and Documents
13. Supplier's Responsibilities
14. Contract Price
15. Terms of Payment
16. Taxes and Duties
17. Performance Securities
18. Copy Right
19. Confidential Information's
20. Subcontracting
21. Specifications and Standards
22. Packing and Documents
23. Insurance
24. Transportations
25. Inspections and Test
26. Liquidated Damages
27. Warranty
28. Patent indemnity
29. Limitation of Liabilities
30. Change in laws and regulations
31. Force majeure
32. Change Orders and contract amendments
33. Extensions of times
34. Terminations
35. Assignments
36. Escrow

## SECTION VII CONDITIONS OF CONTRACT

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the Contract Agreement entered into between the University and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract
- d) “Day” means calendar day.
- e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “CC” means the Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the University under the Contract.
- h) “University” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- i) “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.
- j) “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.



- k) “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 University and is named as such in the Contract Agreement.
  - l) “The Project Site,” where applicable, means the place named in the Contract Data.
  - m) “System” and “Information System”, where applicable, means the scope defined in the bidding document.
- 2. Contract Documents**      2.1 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.
- 3. Fraud and Corruption (ITB 3)**      3.1 The Government of Sri Lanka requires the University as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the University to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation**      4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement the Contract constitutes the entire agreement between the University 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.

- 4.3 **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.
- 4.4 **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.
- 5. Language (ITB 12)**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the University, shall be written in English language. 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.
- 5.2 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.
- 6. Joint Venture, Consortium or Association (ITB 20)**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the University for the fulfillment 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 University.
- 7. Eligibility (ITB 5)**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is late.

- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 9.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 10. Settlement of Disputes** 10.1 Bidding document shall be governed, construed and enforced in accordance with the laws of Sri Lanka. Sri Lankan Courts have the exclusive jurisdiction in respect of all legal proceedings which may arise in any way whatsoever in respect of this bidding document.
- 11. Scope of Supply** 11.1 The Goods and related Services to be supplied shall be as specified in the Schedule of Requirements and specified in the Contract Data.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, 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. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
- 13. Supplier's Responsibilities** 13.1 Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, the Delivery and Completion Schedule, as per CC Clause 12 and as specified in the Contract Data.
- 13.2 (a). The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- (b). The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to achieve milestones specified in the Project Schedule.
- (c). The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national

government authorities or public service undertakings in the Sri Lanka that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the University that are necessary for the performance of the Contract.

(d). The Supplier shall comply with all laws in force in Sri Lanka. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the University from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel. The Supplier shall not indemnify the University to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the University.

13.3 The Supplier shall commence work on the System within 21 days from the signing date of the contract. The Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Project Schedule and any refinements made and agreed.

(a). The supplier should agree to make a provision of making emergency release of patches in case of some serious bugs without any additional cost to the University.

(b). The supplier should agree to supply and install such periodical releases after removal of all bugs reported till that date without any additional cost to the University.

(c). The supplier should agree that during the warranty period, the software will be kept up-to-date in terms of following, without any additional cost to the University:

- a. Any modification necessitated to upgrade or patch applicable to standard hardware or software associated to this bid.
- b. Bugs removal and troubleshooting.
- c. Maintenance and support for patches, version control and release.
- d. Database management as and when required.
- e. Regular performance tuning of the systems.

- f. Process optimization for users.
  - g. Regular backup of the software and database.
  - h. Data rectification, if required, on being caused due to any program malfunction or due to any other reason whatsoever.
  - i. Re-installation and configuration of software system, database, etc. if required
- 14. Contract Price**      14.1 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.
- 15. Terms of Payment**
- 15.1 The Contract Price shall be paid as specified in the Contract Data.
- 15.2 The Supplier's request for payment shall be made to the University in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the University, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the University has accepted it.
- 16. Taxes and Duties**
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods / Services to the University.
- 17. Performance Security (ITB 45)**
- 17.1 If required as specified in the Contract Data, the Supplier shall, within ten (10) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the University as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the University in the Contract Data, or in another format acceptable to the University.
- 17.4 The Performance Security shall be discharged by the University 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.

- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the University by the Supplier herein shall remain vested in the University, or, if they are furnished to the University 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.
- 19. Confidential Information (ITB 29)**
- 19.1 The University 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 University 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 CC Clause 19.
- 19.2 The University 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 University for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 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.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Subcontracting (ITB 20.3)**
- 20.1 The Supplier shall notify the University 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.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21. Specifications**
- 21.1 Technical Specifications and Drawings

**and Standards**

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, 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 University, by giving a notice of such disclaimer to the University.

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 University and shall be treated in accordance with CC Clause 32.

- |                                  |      |  |
|----------------------------------|------|--|
| <b>22. Packing and Documents</b> | 22.1 | The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.   |
| <b>23. Insurance</b>             | 23.1 | Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.  |
| <b>24. Transportation</b>        | 24.1 | Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.   |
| <b>25. Inspections and Tests</b> | 25.1 | The Supplier shall at its own expense and at no cost to the University carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.  |
|                                  | 25.2 | 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 as specified in the Contract Data. Subject to CC Sub-Clause 25.3, 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 University. 25.3 The University or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the University bear all of its own |

costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 25.4 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 University. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the University or its designated representative to attend the test and/or inspection.
- 25.5 The University 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.
- 25.6 The Supplier shall provide the University with a report of the results of any such test and/or inspection.
- 25.7 The University 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 University, and shall repeat the test and/or inspection, at no cost to the University, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 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 University or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, 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 University 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 Contract Data 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 Contract Data. Once the maximum is reached, the University may terminate the Contract pursuant to CC Clause 34.

**27. Warranty**

- 27.1 The supplier warrants that all goods supplied under the Contract are new, of the most recent or current state-of-the-art models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.2 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 country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, 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 Contract Data.
- 27.4 The University 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 University shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair/replace/reconfigure/re-provision the defective service, without prejudice to any other rights, which the University may have against the bidder under the contract, at no cost to the University.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the University 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 University may have against the Supplier under the Contract.

**28. Patent Indemnity**

- 28.1 The Supplier shall, subject to the University's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the University 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 University may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property

existing at the date of the Contract by reason of:

- a. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - b. the 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.
- 28.2 If any proceedings are brought or any claim is made against the University arising out of the matters referred to in CC Sub- Clause 28.1, the University shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the University's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the University within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the University shall be free to conduct the same on its own behalf.
- 28.4 The University 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.
- 28.5 The University 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 University.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct,

i. the Supplier shall not be liable to the University, 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 University and

ii. the aggregate liability of the Supplier to the University, 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 University with respect to patent infringement.

## **30. Change in Laws and Regulations**

30.1 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 Sri Lanka 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 CC Clause 14.

## **31. Force Majeure**

31.1 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.

31.2 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 University in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the University in writing of such condition and the cause thereof. Unless otherwise directed by the

University 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.

**32. Change Orders and Contract Amendments**

32.1 If a Force Majeure situation arises, the Supplier shall promptly notify the University in writing of such condition and the cause thereof. Unless otherwise directed by the University 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.

32.2 The University may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the University;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) The Related Services to be provided by the Supplier.

32.3 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 University's change order.

32.4 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.

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.

**33. Extensions of Time**

33.1 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

33.2 Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the University in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the University 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.

Except in case of Force Majeure, as provided under CC Clause 31, 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 CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

### **34. Termination**

#### Termination for Default

a). In the event of failure or default on the part of the Contractor to execute the Contract at the time and place required by the authorized representative of the University, or in the event of his failure or default to execute the contract or part of it in any other respect, the University reserves to itself the right (without prejudice to any other right) to engage at the risk and expense of the Contractor, the services of any other person to execute the contract, or any part thereof, and the University shall be entitled to recover from the Contractor all losses, costs and damages, which it may sustain in consequence of such failure or default.

b). Any sum of money which the Contractor is liable to pay to the University will be deducted by the University from the amount due to the Contractor, or set off against the Performance Security furnished to the University, without prejudice to any other right of the University. The balance of such monies, less such deductions will be paid to the Contractor on satisfactory execution of the Contract. If the Contractor fails to execute the Contract in a satisfactory manner, or if his conduct is considered improper or if he contravenes any of the laws and conditions of the contract, his name will be placed on the list of defaulting Contractors.

#### Termination for Insolvency.

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him or compound with his creditors or being a Corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction or carry on its business under receiver for the benefit of his creditors, or any of them, the University shall be at liberty

- a. To terminate the contract forthwith by notice in writing to the Contractor or to the Receiver, or Liquidator or any person, in whom the Contract may become vested,

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- b. To give such Receiver or Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the contract at the contract value.

Termination for  
Convenience.

(a) The University, 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 University's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) 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 University at the Contract terms and prices. For the remaining Goods, the University may elect:

(i) to have any portion completed and delivered at the

Contract terms and prices;

and/or

(ii) to 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.

**35. Assignment**

Neither the University nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Escrow**

The bidder shall agree to have the most current software (source and object code) and documentation including but not limited to database structures, functional specifications, Data Flow Diagrams, Source Libraries in CD or similar common industry accepted media University GitLab. The bidder shall also ensure that the media will contain adequate clear instructions for the University to retrieve and compile such source code and execute without the assistance of the bidder, in case of liquidation. Adequate documentary evidence should also be provided with the proposal as proof of same.



## SECTION VIII

### CONTRACT DATA

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract.

**CC 1.1 (h)** The Purchaser is: University of Sri Jayewardenepura

**CC 1.1(l)** The Project Site is: University of Sri Jayewardenepura, Gangdodawila, Nugegoda

**CC 8.1** **For notices, the University's address shall be:**

Attention: Deputy Bursar, Supplies Division

Address: University of Sri Jayewardenepura, Gangdodawila, Nugegoda

Telephone: +9411 2758216

**CC 9** The Contractor shall observe and comply with all the by-laws or regulations of all statutory authorities in force in Sri Lanka, and shall be responsible for payment of all fees, charges, penalties etc. levied by such authorities for any purpose whatsoever, and shall indemnify the University against any claims arising out of his failure or neglect in observing or complying with such laws and regulations.

**CC 11** Scope of Supply requirements is same as the Schedule of Requirements.

- CC 13**
- i. The Solution as per requirements given in project scope and Section V hereto, shall at all times and in all respects be affected to the entire satisfaction of the University, and the decision of its authorized representative, that any work or service or supply is essential for the due and successful execution of the Contract, shall be final and binding on the Contractor.
  - ii. No alterations or modifications to original bid, accepted by the University, shall be done without submitting specific details of such modifications and alterations, and obtaining the prior sanction from the General Manager of the University.
  - iii. **The Contractor should effectively utilize the existing IT infrastructure resources of the University in the proposed Solution.**
  - iv. If software and utilities enhancement is available such new versions of the proposed Solution should be provided free of charge.

- v. Contractor should ensure that the Application is supported for all latest versions of Operating System, Database, Anti-virus and security of Servers and Devices. Contractor should ensure that the Solution is supported to the upcoming version upgrades or patch updates. If any changes are needed to comply with the latest versions and patch updates, it should be covered under the maintenance.
- vi. The Contractor shall exercise all due care and diligence in the execution of the Contract, and shall also ensure that the normal work and business of the office of the University are not interfered with, interrupted or suspended, due to any fault of the Contractor, during the Contract period.

**CC 15.1** Payment will be made as stated in the payment plan.

**CC16.1** All taxes that should be paid by the supplier according to the Tax Law in Sri Lanka (Income Tax, Remittance Tax, Social Security Contribution Levy or other taxes) should be borne by the bidder.

**CC17.1** Performance Bond from a Sri Lankan commercial bank, acceptable to the University on or before the time and date specified in letter of award (not being later than the 10<sup>th</sup> day of such notification) in a sum of 10% of the contract value in LKR valid for one year.

**CC 26.1** In the event of a delay, the Contractor will pay to the University by way of penalty a sum calculated at **1/2000** of the total cost of contract value for each day of delay in deliveries and the maximum of liquidated damages shall be 10% of the contract value.

**CC 27.5** i. The supplier warrants that the services provided under the contract shall be as per the Service Level Agreement (SLA) between the bidder and the University. The bidder must provide the anticipated service levels of the proposed Solution which are aligned with the University's requirements stated as follows. The SLA will be signed between the University and the bidder at the time of signing of the Contract.

**SECTION IX**  
**CONTRACT FORMS**

**Table of Forms**

1. Contract Agreement
2. Performance Security
3. Non-Disclosure Agreement
4. Service Level Agreement
5. Annual Support and Maintenance Agreement
7. Standard Project Sign Off Form

# 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) The University of Sri Jayewardenepura an agency of the Ministry of Education and having its principal place of work at Gangodowila, Nugegoda (hereinafter called “the University”), 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 University invited bids for certain software development 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 University and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules (in separate envelopes)
  - (f) The University’s Notification of Award
  - (g) [Add here any other document(s)]
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 University to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the University to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

I/We agree
-----
Name, signature and seal of bidder
Date

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

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

Dated at ----- on this ----- day of ----- 20-----

-----  
[signature]  
Authorized Officer

Name: -----  
Designation: -----  
Seal: -----

-----  
[signature]  
Authorized Officer

Name: -----  
Designation: -----  
Seal: -----

Witness 1: ..... Witness 1: .....

Witness 2: ..... Witness 2: .....

I/We agree  ----- Name, signature and seal of bidder Date
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## 2.SPECIMEN FORM OF PERFORMANCE BOND

----- *[insert name and address of issuing Bank or Branch office]*

**Beneficiary:** ----- University of Sri Jayewardenepura, Gangodawila, Nugegoda *(insert name and address of Employer / Purchaser)*

**Date:** -----

**Performance Guarantee No.:** -----

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

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we ----- *[name of issuing Bank]* hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, on later that the ----- *[insert expiry date, 28 Days beyond the scheduled contract Completion Date]* and any demand for payment under it must be received by us at ----- *[insert address of the issuing Bank / Branch office of the issuing Bank]* on or before ----- *[insert expiry date]*.

This guarantee shall become automatically null and void and cease to be of any force or avail in law after ----- *[insert expiry date]*.

This guarantee is neither transferable nor assignable.

This guarantee shall be governed by and construed in accordance with the laws of Sri Lanka.

Dated at ----- on this ----- day of ----- 20-----

-----  
*[signature]*  
Authorized Officer

-----  
*[signature]*  
Authorized Officer

Name: -----  
Designation: -----  
Seal: -----

Name: -----  
Designation: -----  
Seal: -----

Witness 1: ..... Witness 1: .....

Witness 2: ..... Witness 2: .....

#### 4. NON – DISCLOSURE AGREEMENT

THIS AGREEMENT, made this..... day of ..... (month), ..... (year), ..... between ..... (hereinafter “Disclosing Party”), and .....(hereinafter “Receiving Party”).

#### BACKGROUND

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies and business topics (the “Invention”) which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

#### 1. DEFINITIONS

- 1.1. “**Invention**” shall mean all information relating to business programs, products, applications, systems, components, technologies and business topics, policies and procedures as applicable to the University’s Business Operations.
- 1.2. “**Confidential Information**” shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this agreement. Confidential Information shall not include any of the following:
  - (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
  - (b) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
  - (c) such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.

I/We agree  ----- Name, signature and seal of bidder Date
---



- 1.3. **“Disclosing Party”** shall mean the party disclosing information to the other relating to the Invention.
- 1.4. **“Receiving Party”** shall mean the party receiving information from the other relating to the Invention.

**2. USE OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees to:

- (a) receive and maintain the Confidential Information in confidence;
- (b) examine the Confidential Information at its own expense;
- (c) not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- (d) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of Disclosing Party;
- (e) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- (f) not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- (g) not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- (h) utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

**3. RETURN OF CONFIDENTIAL INFORMATION**

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 15 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

<p>I/We agree</p> <p>-----</p> <p>Name, signature and seal of bidder</p> <p>Date</p>
--

**4. NON-ASSIGNABLE**

This agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

**5. GOVERNING LAW**

This agreement shall be governed, construed and interpreted in accordance with the Laws of Sri Lanka and the courts of Sri Lanka shall have exclusive jurisdiction.

**6. No License**

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

**7. Binding Nature of Agreement**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**8. Provisions Separable**

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**9. ENTIRE AGREEMENT**

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

**10. Arbitration**

All disputes between the parties concerning this agreement shall be first settled by Arbitration proceedings to be held in the English Language. The venue for the Arbitration shall be Colombo, Arbitration shall be held as per Arbitration Act 11 of 1995.

I/We agree
-----
Name, signature and seal of bidder
Date

**11. Termination**

- (a) This agreement may be terminated by the Parties to the Agreement upon the completion of assignment.
- (b) In case if the Receiving Party violate any condition of the Agreement or the services provided by the Receiving Party is not satisfactory to the Disclosing Party, the Disclosing Party has the right to terminate the Agreement and in that event, the receiving party should return the sum paid as an advance to the Receiving Party by the Disclosing Party.
- (c)

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

**University of Sri Jayewardenepura**

**Bidder**

.....  
**Vice Chancellor**

.....

Witness 1: .....

Witness 1:.....

Witness 2: .....

Witness 2: .....

(Insert Signature, Name and NIC Number for Witnesses)

<p>I/We agree</p> <p>-----</p> <p>Name, signature and seal of bidder</p> <p>Date</p>
--

## Service Level Agreement for Warranty Period

During the Warranty period, the following service levels are expected to be maintained by the developer at no cost to the University.

No	Category	Severity	Response Time	Problem Fix Time
1	Problems/ Issues/ Defects	Critical	1 hour	4 hours
		High	2 hours	8 hours (within a day)
		Moderate	8 hours	Within 7 days
2	Enhance Request	Critical	NA	Mutually agreed
		High	NA	Mutually agreed
		Moderate	NA	Mutually agreed

- i. **Problems/Issues/Defects:** This should be defined as any flaw within the Solution (bug) which does not allow the end user to perform its regular operations as per the specifications / operational guidelines / functionality requirements in a stipulated timeframe.
- ii. **Enhancement/Change Requests:** This should be defined as any request for structural/ functional change in the software due to statutory requirement or any other functional /user requirement. Payments for such additional enhancements/change requests shall be made on prior approval from the University upon submission of a quotation based on hourly rates as stipulated in the financial schedule.
- iii. Any Problems/ Issues/Defects reported by the University should be categorized based on severity as follows:
  - a) **Critical:** When the system operation stops, halts or malfunctions within stipulated timeframe. Any statutory requirement changes to be complied with from time to time and to be implemented within specified timeframe as directed by statutory/regulatory bodies, also to be considered as Critical Enhancement requests for which the upgrades/patches are expected from the bidder.

I/We agree  ----- Name, signature and seal of bidder Date
---

b) **High:** When the system operation stops, halts or malfunctions within stipulated time frame but for the same the workaround is available. Enhancements requests from users specific to the ease of operations and system usage difficulties hampering efficiency and timeframe specific operations.

c) **Moderate:** Minor irritancies during operations or users wish lists will come under this category.

- iv. 8 x 5 maintenance support on-site/off site should be available without limiting to the number of occurrences per month. On-call (24 hour) service must be provided (irrespective of a public holiday or weekend) the day before an Exam Board of a faculty.
- v. Warranty period: Six Months from the date of the software is deployed and made accessible to users after all testing and quality assurance processes have been successfully completed. This date shall be referred to as “go-live” date. The go-live date shall be considered as the date of project sign-off as in “Standard Project Sign Off Form (Director/CITS)” given in this document. Failing to which the penalties will be charged by the University and at the rate of 0.25% of the performance bond per hour for not meeting the service levels beyond the problem fix time given in the table above. Such penalties shall be deducted from the performance bond.
- vi. Develop new functionalities within the scope of existing features.
- vii. All application software in the production environment shall be updated (eg. PHP, MySQL, Windows, Java, etc) to the latest versions during the warranty period.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

DEVELOPER:

CLIENT: University of Sri Jayewardenepura

\_\_\_\_\_  
Business name

\_\_\_\_\_  
Business name

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness 1: .....

Witness 1: .....

Witness 2: .....

Witness 2: .....

(Insert Signature, Name and NIC number of witnesses)

<p>I/We agree</p> <p>-----</p> <p>Name, signature and seal of bidder</p> <p>Date</p>
--

**Annual Support and Maintenance Agreement**  
**Design, Development, Implementation, Commissioning and Maintenance of**  
**Examination Management System**

BID NO **XCXXXXXXXXXXXXXXXXXX**

This Agreement for maintenance of Examination Management System is made and entered into at Colombo on this .....day of .....Two Thousand and Twenty (2020) in the Democratic Socialist Republic of Sri Lanka.

BY AND BETWEEN

University of Sri Jayewardenepura, of the ONE PART  
AND

..... a Company duly incorporated under the Companies Act No.7 of 2007 bearing Company Registration ..... and having its Registered Office at ..... in the said Republic (hereinafter called and referred to as "The Contractor" ) of the OTHER PART

WHEREAS the Contractor is engaged in the business of supplying, servicing and maintenance of Examinations Management System.

AND WHEREAS the Contractor wishes to provide and the University is desirous of obtaining the service of maintaining Examination Management System for its office premises countrywide as per Annexure I in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:-

**1. SCOPE OF SERVICES**

The University will establish the severity of the reported issue based on the following:

- Catastrophic problem – Software / System is down, users are unable to function or complete work. This includes a non-isolated, consistently reproducible problem resulting in system crash.
- Major problem - This covers problems which must be corrected but do not prevent progress from being made, and/or problems which do not require immediate attention. These include:
  - I. Isolated, consistently reproducible problem resulting in a system crash;
  - II. Failure of a significant function of the Software.
- Minor problem - A problem which does not have a major impact on operation or development, or for which an adequate workaround exists.
- Non-reproducible error - A reported error, which the University cannot reproduce.

I/We agree  ----- Name, signature and seal of bidder Date
---

The call back time after the assessment of the severity level of the problem is as follows:

Severity Level	Resolution Time
Catastrophic	within 4 working hours
Major	within 8 working hours
Minor	within 48 working hours
Non-reproducible	Within 72 working hours.

The Developer will provide the following services to the University under this agreement without any additional cost.

- Fixing reproducible software errors and bugs
- Analysis of Software error messages, undocumented software behaviour and providing explanation of behaviour and taking remedial actions (and preventive measures).
- Updating software to latest operating systems versions
- Providing cost estimates and time frame with regard to enhancements and modifications as requested by Customer
- Attending physical/online meetings to discuss project requirements and deliverables
- Committing software updates to client software repository
- On-call support for software related issues during working days 9.00 am – 5.00 pm. WhatsApp and email support outside working hours.
- 99% availability of software
- Provide advice on UI/UX enhancements
- Develop new functionalities within the scope of existing features.

**2. MAINTENANCE FEE AND PAYMENT TERMS**

**TERM AND EFFECTIVE DATE**

- I. This Agreement shall be effective from the date of execution.
- II. The Agreement shall remain valid for a period of one (01) Year unless terminated earlier and may be renewed for a further period as agreed between the Parties.
- III. No amendment, addendum, renewal or modification to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both Parties.

<p>I/We agree</p>  <p>-----</p> <p>Name, signature and seal of bidder</p> <p>Date</p>
---

**OBLIGATIONS OF THE UNIVERSITY**

Customer agrees to provide a suitable environment for the software as specified by the contractor and to provide free and safe access to the software to permit the contractor to provide onsite service. Customer will implement appropriate safe guard for the data.

**PRICE & PAYMENT TERMS**

- i. The University agrees to pay the Contractor the sum or sums as agreed in Price Schedule of the Bidding Document within Twenty Eight (28) days of expiry of the warranty of the Software.
- ii. The University agrees to pay the applicable Annual Maintenance Charges set out in Price Schedule of the Bidding Document, commencing on the Effective Date, and ending on the last day of the year in which serve started.
- iii. The prices for the services/ repairs (Value Added Tax should be payable on the above prices) and the terms of payment are as per Price Schedule of the Bidding Document.
- iv. The University will pay 50% of the annual maintenance payment in advance at the commencement of the annual maintenance period upon submission of advanced payment guarantee and remaining 50% of the payment will be paid at the last month of each annum of the maintenance period, after deducting the penalties. Penalties will be charged by the University at the rate of 0.25% of the annual maintenance fee per hour for not meeting the service levels beyond the resolution time as given in the table above.
  
- v. Payment of all invoices shall be submitted by the Contractor to University upon the completion of services or repairs together with a service report certified by the relevant official of the University.
- vi. In the event after certifications as stipulated above if it is discovered that any service has not been carried out according to the required standard the Contractor shall immediately carryout another service free of charge in addition to the scheduled services hereunder.

**RESPONSIBILITIES & OBLIGATIONS OF THE CONTRACTOR**

- i. The contractor should maintain an 8x5 Help Desk operational for incident (fault) reporting. The bidder should provide immediately available online web portal to fault reporting with a feature to monitor progress of reported issue. On-call (24 hour) service must be provided (irrespective of a public holiday or weekend) the day before an Exam Board of a faculty.
- ii. The Contractor shall ensure that all services provided under the terms of this contract are performed by persons trained and certified as proficient in the provision of the services.
  
- iii. Successful bidders should be able to achieve 99.8% up time.
- iv. The Contractor shall be responsible to give compensation as agreed by both parties under this Agreement if any damage or loss happens during service due to the negligence or incompetence of the contractor.

I/We agree  ----- Name, signature and seal of bidder Date
---



## UNIVERSITY’S OBLIGATIONS OF THE CONTRACTOR

The University agrees to give all reasonable assistance to The Contractor and in particular will ensure and allow the Contractor to satisfy itself that the conditions in which it will be working will be safe.

## TERMINATION OF THE AGREEMENT

This agreement shall be terminated,

- i. by either party giving Thirty (30) days written notice to the other;
- ii. by either party forthwith for failure of the other to remedy a breach hereof after receipt of reasonable notice requiring it to do so.
- iii. Consequences of Termination: Where this Agreement is terminated pursuant to this Clause, upon termination:
  - a. The University shall not be liable to make any payment to the Contractor from the date of termination except the unpaid bills which duly ordered & supplied by the Contractor before termination and shall be regarded as discharged from any further obligations under this Agreement;
  - b. All documents containing Confidential Information and copies, equipment shall be returned to The University as soon as practicable; and
  - c. Neither Party shall in any way exhibit any links or display any information that would lead any person to believe that The University and the Contractor are linked or related in any manner.
  - d. The termination of this Agreement shall not prejudice the rights of The University to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.

## NOTICE

All notices, requests or communications between the parties under this Agreement shall be in the English language by letter signed by an authorized representative of the sending party, or by email or fax immediately confirmed in writing. All notices shall be deemed as validity served if mailed in the form of pre-paid registered letter, return receipt requested, to the following addresses;

I/We agree  ----- Name, signature and seal of bidder Date
---

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

DEVELOPER:

CLIENT: University of Sri Jayewardenepura

\_\_\_\_\_  
Business name

\_\_\_\_\_  
Business name

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Witness 1: ..... Witness 1: .....

Witness 2: ..... Witness 2: .....

(Insert Signature, Name and NIC number of witnesses)

I/We agree  ----- Name, signature and seal of bidder Date
---

**Standard Project Sign Off Form**

**(This form shall be separately filled for each faculty)**

**Faculty of .....**

**Software Project Name:**

Developer: .....

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Version/Release: \_\_\_\_\_ Date of Sign-Off: \_\_\_\_\_

**Project Deliverables:**

- User Authentication/ Authorization controls
- Marks entering and management
- Validation of marks
- Organizing data and backup management
- Students' Performance and Evaluation

Describe any changes or deviations from the original project scope, if applicable:

--

**Client Approval:**

I acknowledge that the project objectives and deliverables listed above have been met to my satisfaction. I understand that by signing this form, I am officially accepting the software project as complete and ready for deployment.

Signature:	Client Title & Seal:
Name:	Date:

**Project Team Sign-Off:**

We, the members of the project team, confirm that the software project has been successfully completed, and all objectives and deliverables have been met.

Project Manager Signature:	Seal:
Project Manager Name:	Date:

I/We agree  ----- Name, signature and seal of bidder Date
---

**Standard Project Sign Off Form**  
**(This form shall be filled by Director/CITS)**

**Software Project Name:**

Developer: .....  
 Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_  
 Version/Release: \_\_\_\_\_ Date of Sign-Off: \_\_\_\_\_

**Project Deliverables:**

- Provide all source codes to the University
- Complete life cycle run

Describe any changes or deviations from the original project scope, if applicable:

--

**Client Approval:**

I acknowledge that the project objectives and deliverables listed above have been met to my satisfaction. I understand that by signing this form, I am officially accepting the software project as complete and ready for deployment.

Signature:	Title & Seal:
Name:	Date:

**Project Team Sign-Off:**

We, the members of the project team, confirm that the software project has been successfully completed, and all objectives and deliverables have been met.

Project Manager Signature:	Seal:
Project Manager Name:	Date

I/We agree  ----- Name, signature and seal of bidder Date
---