



SOUTH EASTERN UNIVERSITY OF SRI LANKA

BIDDING DOCUMENT

**SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE
SOUTH EASTERN UNIVERSITY OF SRI LANKA**

NATIONAL COMPETITIVE BIDDING

SEU/SS/NCB/2018/09

Date: 12.09.2018

SOUTH EASTERN UNIVERSITY OF SRI LANKA

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INVITATION FOR BIDS (IFB)
SOUTH EASTERN UNIVERSITY OF SRI LANKA

**SUPPLY, INSTALLATION AND MAINTENANCE OF SOFTWARE PROGRAM TO THE SOUTH EASTERN
UNIVERSITY OF SRI LANKA
(SEU/SS/ NCB/2018/09)**

1. The **Chairman, Department Procurement Committee (Major)** of the South Eastern University of Sri Lanka invites sealed bids from eligible and qualified bidders for Supply, Installation and Maintenance of Software Program to the use of South Eastern University of Sri Lanka.
2. Bid Bond is 2% of value of Procurement
3. Bidding will be conducted through **National Competitive Bidding.**
4. Interested eligible bidders may obtain further information from the Assistant Bursar (Telephone no: 067 22 55 178 or 067 2255001), South Eastern University of Sri Lanka, University Park, Oluvil # 32360 from 9.00 a.m. to 2.00 pm up to **02.10.2018.** (Week days only).
5. A completed set of bidding documents in English Language may be purchased by interested bidders on the submission of a written application by Bidder himself or by bidders' representatives to the address above and upon payment of non refundable fee of LKR 5,000/= per procurement document, from 9.00 am to 3.00 pm up to **01.10.2018.** The mode of payment shall be either in cash or bank draft in favor of "Bursar, South Eastern University of Sri Lanka". The Bidders can also download the Bidding documents from the University Website i.e. www.seu.ac.lk. Those who are obtaining bidding documents from the University Website should submit the completed documents along with a Bank Draft drawn in favour of the "Bursar, South Eastern University of Sri Lanka" for Rs. 5000/- as non-refundable fee or **to the shroff** The documents may be purchased up to **01.10.2018.**
6. The Pre Bid Meeting shall take at **10.30 a.m. on 26.09.2018 at The Board Room – 2, Ground Floor, Administrative Building, South Eastern University of Sri Lanka, University Park, Oluvil # 32360.** Interested bidders shall participate for the Pre Bid Meeting scheduled. The Bid of the Bidder who does not participate for the Pre Bid Meeting shall be treated as non-responsive bid and The Bid shall be rejected.(Document needed)
7. Sealed Bids should be marked "**Tender for Supply Supply, Installation and Maintenance of Software Program to the use of South Eastern University of Sri Lanka**" on the left hand corner of the envelope and delivered to the **Chairman, Department Procurement Committee (Major), South Eastern University of Sri Lanka, University Park, Oluvil # 32360** or place in the tender box kept in the office of the Supplies Division, South Eastern University of Sri Lanka, on or before **2.00 p.m., 02.10.2018.** All bids must be accompanied by **bid security as stated in paragraph 02 above.** Bids will be opened in the presence of the bidders' representatives who choose to attend in person **at 2.30 p.m. on 02.10.2018.** at The Board Room – 2, Ground Floor, Administrative Building, South Eastern University of Sri Lanka, University Park, Oluvil # 32360. Late bids will be rejected.

Chairman,
Department Procurement Committee (Major),
South Eastern University of Sri Lanka,
University Park,
Oluvil #32360.
12.09.2018

GENERAL CONDITIONS TO SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA

The Chairman, Procurement Committee, South Eastern University of Sri Lanka invites the bids for supplying, installation and maintenance of the software program to the south eastern university of Sri Lanka from reputed and established Software Development companies in Sri Lanka who are capable of developing an automated Management Information System and maintain the system for 10 years period with upgrades.

1. ELIGIBILITY AND PROOF OF ABILITY

- Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder incorporated company outside the Sri Lanka must have local agent or authorised service provider in Sri Lanka preferably registered company under Companies act in Sri Lanka.
- The company must be authorized to develop software systems and must have minimum of ten years experience in software development.
- A proven track record of developing and deploying at least 50 software solutions or major projects value not less than Rs. 10.0Mn to the well established Companies in Sri Lanka or overseas or Government Institutions in Sri Lanka or Overseas.
- A qualified development team consisting of a software Architecture, project manager software engineer, QA Engineers and Business analysts.
- Company must have annual turnover not less than Rs. 500.00Mn for the last five years and must have not less than Rs. 250.0 Mn. turnover on software industry.
- Eligible bidders must provide the following information and documentation along with their bids.
 - Company profile including the status, structure and main activities of the institution.
 - Document demonstrating capability, familiarity and experience in developing software.
 - CV's of the software development team who are involved in this project.
 - Audited financial statements of the company for the last 5 years
 - Client lists of Major projects and handled

2. ISSUE OF BID DOCUMENTS

Bid forms will be issued by the Assistant Bursar, South Eastern University of Sri Lanka, only up to 03.00 p.m. on 01/10/2018 payment of a non-refundable Bid fee of Rs. 5,000.00.

3. SPECIFICATIONS & SERVICES REQUIRED

Specifications and Services are given in annex "A"

4. MODE OF BID

- (a) Bids should be submitted separately with duplicate and sealed properly.
- (b) Bidders shall furnish bid bond of 2% of the price quoted and not less than 150 days validity period from the date of closing price bid. Costs incurred in preparation of bidding documents will not be refunded.

6. The Bid Bond shall also contain a condition that, if the Bidder withdraws the Bid after the closing of Bids and before the expiration of the period of validity of the Bid, or being the successful Bidder fails to furnish the necessary Performance Bond or fails to enter into a Contract with the University, the full amount of the Bond shall be forfeited to the University. Bid Bonds submitted by unsuccessful Bidders shall be released after award of the Bid.
7. The Bid Bond required shall be furnished by the Bidders in the **Annex D** form which should be from a registered bank in Central Bank of Sri Lanka operating in Sri Lanka and Insurance bonds **shall not** be accepted.
8. Each copy of the Bid should be signed by Bidder and enclosed in a sealed cover (together with a signed copy of the Conditions of Bid) marked '**SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA**' on the top left hand corner of the envelope and addressed to the Chairman, Procurement Committee, South Eastern University of Sri Lanka, University park, Oluvil.
9. Bids should be in the specimen forms annexed, along with literature, catalogues and other technical data in ENGLISH

5. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address, **Mr S.L.M. Thahir, Assistant Bursar, South Eastern University of Sri Lanka, Oluvil**, Telephone: 067 22 55178/ 0672255001, Electronic mail address: supplies@seu.ac.lk The Purchaser 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.

6. PRE BID MEETING

The Pre Bid Meeting shall take place at **10.30 a.m. on 26.09.2018 at The Board Room – 2, Ground Floor, Administrative Building, South Eastern University of Sri Lanka, University Park, Oluvil # 32360**. Interested bidders shall participate for the scheduled Pre Bid Meeting. The Bid of the Bidder who does not participate for the Pre Bid Meeting shall be treated as non-responsive and the Bid shall be rejected.

7. CLOSING DATE

Bids should be sent by post under registered cover, to reach the Chairman, Procurement Committee, South Eastern University of Sri Lanka, University park, Oluvil not later than 02.00 p.m. on 02/10/2018 or Bidders if they so desire, may deposit the Bid in the Tender Box provided for the purpose at the Supplies Division, Administrative Secretariat building, South Eastern University of Sri Lanka not later than 02.00 p.m. on 02/10/2018.

(a) OPENING OF BIDS

- (i) Bids will be opened by a Bid Opening Committee at 02:30 p.m. on 02/10/2018 at the Board Room of the Administrative Secretariat building.
- (ii) Bidders or their duly authorized one representative may be present at the time of opening of Bids.

7. VALIDITY OF BID

All Bids shall hold for acceptance for a minimum period of one hundred and fifty (150) days from the date of closing of Bids.

8. PRICES

Bidders shall quote their rates as applicable in the specimen form given in Annex B-01..... form of Bid. In addition to that supplier shall declare the value of Product.

9. POWER TO ACCEPT OR REJECT BIDS

The University Procurement Committee reserves itself the right to accept or reject any Bid without assigning any reason thereof.

10. NOTICE OF ACCEPTANCE OF BID

Acceptance of the Bid will be communicated by fax and confirmed in writing by registered post to the successful Bidder to the address given in Annex B-01' Any change of address of the Bidder should therefore be promptly notified to the Bursar of the University without delay.

11. AGREEMENT

The selected Bidder shall enter into an Agreement (Annex G) with the South Eastern University of Sri Lanka for the due performance of the Contract.

12. PERFORMANCE BOND

(I) The Bidder shall at his own expense deposit 10% of the value of the bid with the Vice Chancellor South Eastern University of Sri Lanka, within ten (10) working days of the date of notice of award of the Bid, the Performance Bond payable on demand in terms of Annex E" in favour of the Vice Chancellor, and South Eastern University of Sri Lanka in the form of a Bank Guarantee from a registered Commercial Bank operating in Sri Lanka or where bidder is from outside the Sri Lanka reputed commercial banks in overseas for an amount of equalling amount to the USD. Performance Bond shall be valid for one year period and to be extended until the termination of the Contract.

(II) No orders will be given until the receipt of the performance bond.

13. GUARANTEED SERVICE

Supplier shall ensure that the Product contains the guaranteed service structure given by the University for first ten year period. In the event the System does not contain the expected structure given by the University, University shall be entitled to recover any loss or damage arising thereof from the supplier including:

- (a) Price paid by the University
- (b) Any losses or damages caused due to system errors.
- (c) Damages caused to the reputation and standing of the University

14. FORCE MAJEURE

14.1 Neither SEUSL nor the Supplier shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by a Force Majeure that arises from the date of this Agreement.

14.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

14.3 If and to the extent that the Supplier is prevented from executing its obligations under this Agreement due to a Force Majeure, whilst the Supplier is so prevented the Supplier shall be relieved of its obligations to perform such obligations but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable.

14.4 If and to the extent that the Supplier suffers a delay as a result of the Force Majeure then it shall be entitled to an extension of time equal to the period of interruption caused by the Force Majeure.

Under this Clause "**Force Majeure**" means an event beyond the control of UoP and the Supplier, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, acts or threats of terrorism
- Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier.

15 INFORMATION TO BE SENT WITH BIDS

The following shall be submitted with the Bid:

Corporate profile of the Company together with audited Financial Statements for the 5 years immediately preceding in respect of which Audited Financial Statements are available, technical literature and data covering all aspects for the proper evaluation of the Bid. Where audited Financial Statements not available for the last financial year, a draft set of Financial Statements approved by two Directors should be submitted along with the four preceding years' audited Financial Statements.

16 GOVERNING LAW

The Bids and any contract resulting there from shall be governed by and construed according to the Laws of Sri Lanka..

17 MISCELLANEOUS

- (a) Bidders must acquaint themselves fully with the conditions of the Bid. No plea or lack of information or insufficient information will be entertained at any time.
- (b) Any further information required by Bidders can be obtained on application from the Bursar South Eastern University of Sri Lanka.

18 TRAINING AND MAINTENANCE

The Supplier shall train the relevant staff of the University at his cost till such time the local staff acquaint themselves with the operation of the system during the validation programme which will be introduced by the Supplier in the University Premises including faculty or any place where system is operated.

Supplier shall maintain the software including the necessary enhancements at his cost during the period of agreement.

19 INCREASE OR DECREASE OF COSTS

No adjustments of the contract rates shall be made on account of variation of the cost of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the Contract.

20 INDIVIDUALS NOT PERSONALLY LIABLE

No member or officer or an employee of the University shall be in anyway personally bound or liable for the acts or obligations of the Supplier under the Contract or answerable for any default or omission of the successful Supplier in the performance of any of the acts, matters or things which are herein contained.

21 DISPUTE RESOLUTION

In the event of any dispute arising under or in relation to this agreement, the supplier and Uop shall endeavour to resolve such disputes amicably. In the event such dispute cannot be so resolved it shall be finally resolved through litigation in Sri Lankan courts and the parties here by submit to the exclusive jurisdiction of Sri Lankan courts. The Supplier agrees that notwithstanding the existence of a dispute it will continue without delay to carry out all its responsibilities under this agreement in relation to all non-disputed work. Any additional costs incurred by the Supplier or the UoP as a result of such failure to proceed shall be borne by the Supplier and the Supplier shall make no claim against the UoP for such costs.

22 TERMINATION CLAUSE

The Contract may be terminated by either of the parties by giving to the other at least one year notice of termination in writing, and the period of notice of termination must end at the end of a calendar Year.

23 NOTICE

- a) Any Notice given by one party to the other pursuant to this Contract shall be sent in writing or by telegram or telex cable or email and confirmed in writing to the address specified in the documents.
- b) A Notice shall be effective when delivered or on the effective date of the Notice whichever is later.

Chairman
University Procurement Committee

Date :

We agree to abide by the conditions of Bid stated above.

Date :

Name & Address of Bidder
(IN BLOCK LETTERS)

1. Witness :

2. Witness :

SPECIAL CONDITIONS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA'

1. The Bidder upon entering into a written contract shall not be entitled to use information obtain from the University or implement similar nature of system any other organization conducting higher education in Sri Lanka without written approval from the University.

USE OF CONTRACT DOCUMENTS AND INFORMATION

- a) The Bidder shall not, without the prior written consent of the University, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the University in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- b) The Bidder shall not, without the prior written consent of the University, make use of any documents or information enumerated in para 1(a) except for the purpose of performing the Contract.
- c) Any document other than the Contract itself, enumerated in para 1(a) shall remain the property of the University and shall be returned (in all copies) to the University on completion of the Bidder's performance under the Contract if so required by the University.

2. **TERMS OF PAYMENT**

The supplier shall invoice University for any sums due under the agreement and upon such invoice being certified as being correct by an officer/TEC appointed by University for the purpose of this contract, University shall make such payment to the supplier the period stipulated under the agreement subject to any deductions that South Eastern University of Sri Lanka shall be entitled to make under the agreement.

3. **INTERLECTUAL PROPERTY RIGHTS**

The successful Supplier shall be solely responsible for the patent rights or royalties of the Product supplied by him and should undertake to indemnify the University from and against all claims, demands, proceedings, damages, costs, charges and expenses in the event of a breach of such patent rights or royalties by him of the University in respect of the Product supplied and further, to defend the University in any suit, action or proceedings being instituted against the University and to bear all expenses incidental to and in connection with, such suit, action or proceedings in the event of such breach.

4. **INSURANCE LIMITATION OF LIABILITY**

- i) For as long as the Agreement remains in force and for a period of one year after its termination, the Supplier agrees at its cost to maintain Errors and Omissions Insurance Policy naming the supplier as the insured party for an amount covering any loss or damage. The Insurance Policy shall provide that the supplier shall be paid there under any losses or damages caused due to the system faults, errors or omissions.

- ii) An amount equal to the total loss and damage caused by the Supplier to SEUSL arising from a breach of the Supplier's obligation under clause 13 of the General Conditions to **SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA'**
- iii) If the University does not make written objection within a period of 30 days from the delivery date to the Supplier, then it shall be deemed to have accepted the insurance as adequate.

5. BASIC SERVICE REQUIRED

- (a) At the request of the University to proceed with a selected system and to comply with the layout and design as provided.
- (b) To advise the University with respect to Implementation, training, modification and procedures for maintaining controls of the System.
- (d) To act as Consultants to the University to implement adoption and developing the MIS of the University in all operational areas.
- (d) Shall clearly detail techniques in Planning and control the financial and operational activities through the proposed MIS.
- (e) Shall ensure to safeguard the Information and data and avoid the unauthorised access the information and data.
- (f) The bidder shall study the existing systems, applicable laws, regulations and circulars etc. and make suitable proposal to the University without the cost of implementation.

Incomplete expressions of interest and expressions of interest submitted after the deadline will, in principal, be disregarded.

The University reserves the right to freely decide on the selection of those institutions who will be invited for further discussions and /or for the submission of the full Project proposals & presentation at the University sole discretion, and without having to provide any justification to institutions who will not be so invited. University further reserves the right not to follow up on any expression of interest at all.

University may request interested institutions to submit further information and documentation. Any request for further information and documentation, and any invitation for further discussions and/or for the submission of a full Project proposal will be exploratory only, to evaluate the merits of a possible collaboration. Such discussions may be subject to appropriate safeguards of confidentiality.

University will not in any circumstances reimburse any costs or expenses associated with the submission of an expression of interest (including possible complementary information and documentation), nor any costs associated with possible further discussions and/or the possible submission of a full Project proposal. The submission and selection process set forth in this document will not be subject to claims for financial compensation of any kind whatsoever.

Chairman
University Procurement Committee

Date :

We agree to abide by the Special Conditions stated above.

Name & Address of Supplier
(IN BLOCK LETTERS)

1. Witness :

2. Witness :

I/We.....
hereby, in accordance with the Bid Notice dated....., bid for submitting the above mentioned items at the price quoted above and upon the conditions set forth therein and, should this Bid be accepted, I/We covenant and agree with the South Eastern University of Sri Lanka to perform and fulfil each and all the conditions stipulated in the Bid Notice/Document

.....
Signature of Bidder

Witness:

1. Signature :.....

Name :.....

Address :.....

2. Signature :.....

Name :.....

Address :.....

SPECIFICATIONS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA

The scope of the Web Based Examination System would include a system study, design, development, testing and deployment of respective systems for the University's Examination Operational system. The system should be fully functional to provide all the information desired by the University and upgrade the existing systems controls, procedures adopted, working methods and applications, information provided and the system should include following modules. The followings are the specifications for the above system

Web Based Examination System

1. At presently the South Eastern University of Sri Lanka has over 5000 students in six different Faculties. Each student offers a course with 3 or 4-year degree with 6 or 8 semesters and each student select 10 -15 course unites for each semester from over 1000 course units.
2. In order to maintain all this information, the examination branch, South Eastern University of Sri Lanka need a computer software program
3. The software program should run in Microsoft Windows OS environments.
4. The software program should work as a server - client base.
(A server computer system can provide by the examination branch).
5. Each user in examination branch should provide a user id and password with limited privilege to do their works only through client PC.
6. The program should have a user interface to input students' marks through lecturers who need to provide user id and password.
7. The program should include a web portal interface so that the students can get their result sheet by entering their index no or registration no.

Graphical User Interface Screens for input

1. Each Student Basic Information
2. Courses and Course Unit Details
3. Each Student Exam Application form
4. Exam Details (E.g. Name of the Examination, Exam Number, Semester, Academic Year etc.)
5. Exam Schedules (Time Table for students, Supervisory and Invigilator Schedule or Time Table etc.)
6. Each Students Subject Combination with Marks entering column
7. Each Student's examination history sheet
8. Preparing Academic Transcript
9. Online results sheet
10. Entering the continuous assessment marks

Getting Reports

1. Getting Admission Cards for each student
2. Getting Attendance sheet for each subject during the examination
3. Getting Semester Wise Result sheet for each student with GPA
4. Getting History Sheet for each student with Marks, Grade and Final GPA
5. Real time GPA calculation
6. Academic Transcript
7. Ledger Semester wise
8. Generating Time Table
9. Generating Continuous Assessment Results
10. And more necessary reports ...

Users

The following users should be able to use the above system with some desired privileges.

1. Lecturer
2. Head/ Dean of the Faculty
3. Clerk – Each Dept. of the Faculty
4. Students
5. Parents
6. SAR - Exam Branch
7. Clerk - Exam Branch Subject
8. Director Accommodation
9. SAR - Student and Academic Affair
10. SAR - Student and Staff Welfare
11. Senior Student Counselor / Marshal

Additional requirements

- Modern database management systems, tools and development languages must be used for development.
- The system must be developed to execute on modern operating systems and to adapt changing technologies.
- The system must be connected to the SEUSL corporate web site so that students will be able to check their results and the lecturers should be able to enter the marks
- Software vendor should visit the site and do the need assessment of the user requirements by looking at the physical set up at the examination division of the SEUSL.
- The system must be secured with
 - Authentication
 - Access Control
 - Auditing
 - Encryption
 - Backup
 - Log maintenance
 - Backup on deleted data
 - Session management
 - Firewall
 - High availability
 - Disaster recovery
- Additional security measures should be available to handle critical situations.
- Operating Manual Should be provided with software programme in Hard and soft copies

FORM OF BID

Vice Chancellor,
South Eastern University of Sri Lanka,
Oluvil,
Sri Lanka

SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA

I/We the undersigned, having read and fully acquainted myself/ ourselves with the contents of the “Information and Instructions to Bidders and Terms and Conditions of Bid” pertaining to the above Bid, along with Annexure A thereto, hereby undertake to provide web/network based Management Information system referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for Bid Rates given in the accompanying Schedule.

2. I/We confirm that this Bid shall be open for acceptance until and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:

- 1. Rate Schedules and Qualification information (Annexure B-1)
- 2. Documentary evidence to establish eligibility to bid (Annexure C)
- 3. Bid Bond (Annexure D)
- 4. Documentary evidence to establish qualifications for the performance of the Contract.
- 5. Any other documents.

4. I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons therefore.

5. My/Our Bank Reference is as follows:

Name of Bidder :

Address :

email :

Website :

Fax :

Date :

Signature of Bidder :

QUALIFICATION INFORMATION & RATES SCHEDULE

SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA

1. Name of applicant with full address, Telephone No., email/ Fax No.:

.....
.....
.....

2. Proposals presented (should be submitted in detail) as annexure:

a) Technology used

.....

b) Designs

.....

c) Security Systems

.....

3. Period required for implementation from the Date of awarding of the Tender:

.....

4. Any other relevant particulars:

.....
.....

5. I/We forward herewith perfected documents/information referred to in Annexure 'xxx:

I/We agree with the General Conditions of Bid, Special Conditions of Bid, Specifications and Annexure of this Bid. I/We certify that the particulars given herein are true and correct and the information furnished in this Bid are done with due authority.

Signature : 1) 2)

Date at this day2018

Name/s of Organizations :

Name/s of Persons Signing :

Designation of Persons Signing:
(Not lower than the CEO/CFO/IT Engineer)

Witnesses :	Name and Address	Signature
1.
2.

Annexure C

SUPPLY, INSTALLATION AND MAINTENANCE OF THE SOFTWARE PROGRAM TO THE SOUTH EASTERN UNIVERSITY OF SRI LANKA

COMPANY PROFILE

1. NAME AND ADDRESS OF BIDDER:

2. NAME & ADDRESS OF BANKERS:

3. Details of experience in business in BPO/KPO/IT Development field locally or internationally if any. Please give details as follows:

Name of the Company	Period	Nature of the business	Local or international	Rough value of the bid

(Documentary Proof should be submitted including latest Form 20 filed)

4. Registered Address and the registration number of the company.....

6. Ability to inspect the facilities by the University officials:

7. Certified copies of the Audited Financial Statement of the Company for the last five financial years.....

8. Past performance in similar field (Customer name and product)
 1.....
 2.....
 3.....

BID BOND

Vice Chancellor,
South Eastern University of Sri Lanka,
Oluvil,
Sri Lanka.

1. We the undersigned Bank in order to allow Messrs (Name and Addresses of the Bidder to submit Expressions of Interest for Management Information system to the South Eastern University of Sri Lanka, University Park, Oluvil, Sri Lanka waving all objections, restrictions and defences on the part of the said Messer's
(Name of the Bidder) or any third party, hereby irrevocably and independently guarantee to pay you on demand and without reference to the Bidder or obtaining his consent or approval thereof an amount up to a total sum of Rs.
2. We shall effect payment to you on demand against your written statement to the effect that the Bidder
 - (a) Has withdrawn his Bid after the closing of Bids and before the expiration of its validity period of one hundred and fifty (150) days; or
 - (b) Being the successful Bidder has failed to give the Bonds that may be required for the due faithful performance of the Contract; or
 - (b) Being the successful Bidder has failed to enter into a written Contract with the South Eastern University of Sri Lanka in accordance with the Bid submitted and award made.
 - (c) Does not accept the correction of errors in accordance with the instruction to bidders
3. It is fully understood that the guarantee takes effect from the date of the closing of the Bid on 201x and shall remain valid for a period of one hundred and fifty (150) days thereafter and during the period of any extension thereof that may be agreed upon BETWEEN the South Eastern University of Sri Lanka AND the Bidder.
4. Notwithstanding anything to the contrary hereinbefore contained if the Bidder is successful in his Bid, this Guarantee shall remain in full force and effect after the period of one hundred and fifty (150) days until the Bidder shall have entered into the written Contract and furnished the necessary Performance Bonds.
5. All claims under this Guarantee must be submitted to us within thirty (30) working days after the expiry date of this Guarantee.
6. You shall be at liberty either by one action to sue the Bidder and us and also any other person or persons all jointly and severally or to proceed in the first instance against us only and we hereby

renounce the right to claim that the Bidder should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim and bring actions against us or any other person or persons whomsoever, each for his portion pro-rata; and the right to claim in any action brought against all or each or any of us with or without all or any other person that you should only recover from us a pro-rata share of the amount claimed and all other rights and benefits to which sureties are or may be by law entitled it being agreed and understood that we are liable in all respects hereunder as if we are Principal Debtors to the extent aforementioned including the liability to be sued before recourse is had against the Bidder.

- 7. We further undertake to make all payments due hereunder by Bank draft or cheque drawn in favour of "Bursar South Eastern University of Sri Lanka".
- 8. It is understood that you will return this Guarantee to us on its expiry, provided that no claim is payable, but if claim is payable, this Guarantee will only be returned after settlement of the total amount claimed herein.

Dated this day of 2018.

Signed in the capacity of

Duly authorized to sign for and on behalf of

.....

Annex E**PERFORMANCE BOND**

Vice Chancellor,
 South Eastern University of Sri Lanka,
 Oluvil,
 Sri Lanka.

Dear Sir,

In consideration of the Bid of(hereinafter referred to as the Company) dated..... for expressions of Interest for web/network based South Eastern University of Sri Lanka (hereinafter referred to as University), Sri Lanka, covered by your Bid No and upon the request of the said Company, we do hereby bind ourselves as follows:

1. That if the Company shall in any manner fail or neglect to perform the Contract within the due time and otherwise in accordance with the said Contract or commit any breach of its obligations there under, then we undertake and promise at all times to indemnify you and to keep you properly and adequately covered and indemnified against all losses, damages, costs and expenses which may be incurred by you by reason of such default, non-performance or neglect on the part of the Company in executing, performing, observing and otherwise complying with the provisions on their part contained in the said Contract.
2. We undertake to pay unconditionally and without demur at Oluvil upon a written Demand purporting to be under the hand of the Vice Chancellor of the University (which expression as herein used shall include such Vice Chancellor and any person for the time being acting in or performing the functions of such office) the aggregate amount of all damages, losses and expenses suffered or incurred by you provided that our liability hereunder shall be Rs.

3. A written statement purporting to be under the hand of the University that the Contractor has failed or neglected to carry out their obligations under the said Contract and that in consequence thereof any amount stated therein is due to you shall be absolutely binding on us and shall be accepted by us as sufficient and conclusive proof thereof.
4. Our liability hereunder shall not be discharged or released by any Agreement made between you and the Company whether with or without notice to us by reasons of any alteration or variation of the terms of the said Contract or in the obligation undertaken by the Company or by any forbearance whether as to payment, time performance or otherwise whatsoever.
5. Nothing herein contained shall in any manner whatsoever prejudice your rights under the said Contract, it being agreed that this Guarantee shall be in addition to and not in substitution of your right and remedies under the said Contract and/or any other Guarantee.
6. We specially agree that you shall be at liberty either in one action to sue the Company and us or any other surety or sureties, and also any other person or persons all jointly and severally or to proceed in the first instance against us only and further that we do hereby expressly renounce the right to claim that the Company should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rata share of the amount claimed and all other rights, benefits and privileges to which sureties are or may in law be entitled. It being expressly agreed and understood that we shall be liable in all respects hereunder as Principal Debtor jointly and severally to the extent aforementioned including the liability to be sued before recourse is had against the Company.

7. We further undertake to make all payments due hereunder by Bank draft or cheque drawn in favour of the "Bursar South Eastern University of Sri Lanka".

For and on behalf of the Bank

Witness:

1.

2.

Annex F**DOCUMENTS TO BE ANNEXED TO THE BID**

We hereby submit for your examination and consideration the certified true copies of the following Annexure marked as indicated below:

- Annex A1- Certified true copy of the Memorandum and Articles of Association,
- Annex A2- Curriculum Vitae of Directors/Key Staff Members of Production, Finance/Technical / Marketing/Sales Personnel.
- Annex A3- Certificate of Incorporation / Registration.
- Annex A4- Company profile and audited financial statements for the 5 immediately preceding years.
- Annex A5- A list of clientele or details of similar supplies handled during the last 5 years
- Annex A6- Training Programme as per para 18 to the General Conditions.
- Annex A7- Authority given by the Bidder Organization for the person signing this Bid

Date:

.....
Signature of Bidder

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) The South Eastern University of Sri Lanka, a Higher Educational Institution and having its principal place of business at University Park, Oluvil (hereinafter called “the Purchaser”), 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 Purchaser invited bids for certain Goods and ancillary services, viz., Supply, Installation and Maintenance of the Software Program to the South Eastern University of Sri Lanka 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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) Bids submission form
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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of Vice Chancellor, South Eastern University of Sri Lanka, Oluvil
in the presence of

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*