



OCEAN UNIVERSITY OF SRI LANKA

Procurement of Goods

Shopping Procedure

Invitation of Quotations

For

**Purchasing of Supply & Maintenance New Website Design and
Development for the Ocean University of Sri Lanka**

Contract No: OCU/PROC/2024-Website OCUSL

**OCEAN UNIVERSITY OF SRI LANKA,
CROW ISLAND,
MATTAKKULIYA,
COLOMBO - 15.
T.P. 011-4346991/993**

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Section indicated below. <ul style="list-style-type: none"> • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation submission Form(s) • Section VI. Qualification and Evaluation Criteria • Section VIII. Contract Forms - Contract Agreement
C. Preparation of Quotation	
3. Documents Comprising your Quotation	3.1 The Quotation shall comprise the following: <ol style="list-style-type: none"> (a) Quotation Submission Form and the Price Schedules; (b) Technical Specifications & Compliance with Specifications
4. Quotation Submission Form and Price Schedules	4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All bank spaces shall be filled in with the information requested. 4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.
5. Prices and Discounts	5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. 5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered. 5.3 The applicable VAT shall be indicated separately. 5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account.

	A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The vendors shall quote only in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	<p>7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, “Technical Specifications & Compliance with Specifications”</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p>
8. Period of Validity of quotation	8.1 Quotations shall remain valid for the period of sixty (60) days after the quotation submission deadline date.
9. Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.
D: Submission and Opening of Quotation	
10. Submission of Quotation	<p>10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.</p> <p>10.2 If the quotation is not sealed and marked as required, The Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>
11. Deadline for Submission of Quotation	11.1 Quotation must be received by the Purchaser at the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
12. Late Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
13. Opening of Quotations	<p>13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet.</p> <p>13.2 A representative of the bidders may be present and mark its attendance.</p>

E: Evaluation and Comparison of Quotation

14. Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2 The Purchaser’s request for clarification and the response shall be in writing.</p>
15. Responsiveness of Quotation	<p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
16. Evaluation of quotation	<p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors; (c) Price adjustment due to discounts offered; <p>16.3 The Purchaser’s evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted is stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.</p>
17. Purchaser’s Right to Accept any Quotation, and to Reject any or all Quotation	<p>17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.</p>
F: Award of Contract	
18. Acceptance of the Quotation	<p>18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p>
19. Notification of acceptance	<p>19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.</p>

Section II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is: The Vice Chancellor Address: No.51, Panngananda Mawatha, Mattakkuliya, Colombo – 15.
5.1	If the bidder is allowed to quote for all items separately in the Price Schedules. The bidders shall quote for all the items. The bidder shall quote in Sri Lankan Rupees.
7.3	The Bidder shall submit the following additional documents -: <ul style="list-style-type: none"> a) Bidder 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. b) In case of joint venture (JV), the leading party should submit the bid with a copy of joint venture agreement and Information of both parties should a copy be submitted along with bid. c) The Bid shall be signed by the person duly authorized to do so and a letter issued by the company to confirm his signature should be submitted. d) Certified copy of audited financial statement of the company for last 3 years and annual average turnover value for similar products more than or equal Rs.3 Mn (three million) during the last 3 years. e) The details of at least 3 years similar experience Supplying & Maintenance Website. The details are included customer references with company name, address and telephone numbers, contact person name/s. f) Updated copy of the letter of business registration & the letter of Manufacturer Authorization. g) Delivery and implementation schedule with timeline. h) Company Profile. i) Discount shall be disclosed in separately j) Project catalogue and brochures shall be submitted with bid document in English Language. k) Pre-Bid meeting will be called on request of the Bidders. l) Details of the technical staff and provide details of such staff in order to assure after sale service. m) Details of the island wide service centers or duly authorized agencies to provide technical support.

	<ul style="list-style-type: none"> • Period of time the goods are expected to be functioning: 08 years • After sale service is: required (Continuous maintenance with necessary spare parts after warranty period) • Warranty certificates is required. • Product catalog and brochures should be submitted with quotation in English Language. <p>The Bidder shall furnish as part of its Bid, a Bid-Securing Declaration as specified in BDS.</p> <p>All bids must be accompanied by a Bid-Securing Declaration and shall be in favor of the Vice Chancellor, Ocean University of Sri Lanka, No.51, Panngananda Mawatha, Mattakkuliya, Colombo - 15.</p> <p>Duly perfected bids in duplicate in separate covers marked “Original” and “Duplicate” re-inserted in a single cover mentioning the “Supply & Maintenance Website for the Ocean University of Sri Lanka” and bid No. “OCU/PROC/2024-Website” on the left-hand corner of all three envelopes, sealed and may either be sent by Registered Post/Courier, or deposited to the Procurement Division Address given below.</p> <p>After issuing awarding letter, you are required to sign a contract agreement with the Ocean University of Sri Lanka for period of completion to impose a binding contract among two party’s specimen agreement is attached under Section VIII – page No.9-10.</p>
11.1	<p>Address for submission of Quotation is:</p> <p>The Chairman, Regional Procurement Committee, Crow Island, Mattakkuliya, Colombo-15.</p> <p>Bids will be closed at 11.00 a.m. 14th September 2024.</p> <p>Late bids will be rejected.</p>
13	<p>Bids will be opened in the presence of Bidder or their authorized representative at 11.30 a.m. 14th September 2024 at the Auditorium, Ocean University of Sri Lanka, Crow Island, Mattakkuliya, Colombo-15.</p>
16	<p>Other factors that will be considered for evaluation are:</p> <ul style="list-style-type: none"> • Compliance to the given specifications • Shortest lead times • Credit terms better than specified • Good quality items should be provided
2.1	<p>The source of funding is: The Government of Sri Lanka (GOSL)</p>

19.1	The bid shall be valid until: 31/12/2024 .
	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Director (Finance), Address: Ocean University of Sri Lanka, Crow Island, Mattakkuliya, Colombo 15. Telephone: 011-4346993/011-4346991 E-mail: DF@ocu.ac.lk / Sashika.Gayani@ocu.ac.lk

E. Evaluation and Comparison of Bids

Domestic preference shall not be a bid evaluation factor.

The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

- (a)
 - (i) **The Service shall be delivered to the specific location during the delivery schedule mentioned in Section III.**
 - (ii) **Components should be complied with given specifications. If it is not, bid will be rejected.**
 - (iii) **Delay in payment shall not be eligible for interest claims.**
- (b) **Multiple options shall not be allowed.** (Bidders should comply purchaser's specification only)
- (c) **All Bids shall be complied with the duly completed specification requirements of the bidder and authorized by the bidder.**
- (d) **Bidders should quote for whole package.**

The Employer reserves the right to accept or reject any bid or accept part of items, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the employer's action.

The law of Democratic Socialist Republic of Sri Lanka is applicable.

Section VIII- Contract Forms

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (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., *[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 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) *[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 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 *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

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]*

Section III: Schedule of Requirements

Location-: The Ocean University of Sri Lanka, No.51, Panngananda Mawatha, Mattakkuliya, Colombo – 15.

Line-Item No	Description of Service	Final Destination	Supply Date	
			Latest Supply Date	Bidder's offered Supply date
01	Website Design and Development	Ocean University of Sri Lanka, Head Office, No.51, Panngananda Mawatha, Mattakkuliya, Colombo – 15.	From the date of Acceptance Maximum 90 days	
02	Responsibilities			
03	Optional Responsibilities			

Section IV: Technical Specification & Compliance

Item and Name	Component Description	Minimum Specifications	Bidder's Response (Yes/No)	If "No" comments on the offer
01	Website Design and Development	<p><u>Website Design and Development</u></p> <p>1.1 The Website Design and Development 1.2 Hosting (08 years plan) 1.3 200 GB SSD Storage 1.4 100 Sub Domains & Registration (08 years)</p> <p>Warranty: 08 years comprehensive warranty</p>		
02	Responsibilities	<p>2.1 Need to be securing the website through (SSL/TLS) certificates (08 years).</p> <p>2.2 Use Web Application firewall to protect site from attacks.</p> <p>2.3 Configure the Wireframe and Site Map.</p> <p>2.4 Pages Layout Design and Maintain the Contents.</p> <p>2.5 Maintenance of the Customization of user interface.</p> <p>2.6 Track all the activities using All-in-One calendar.</p> <p>2.7 Manage user roles and permissions.</p> <p>2.8 Customization, Configuration and user training for the</p>		

		<p>website.</p> <p>2.9 Support the website administration.</p> <p>2.10 Create Contact forms and admin Logins.</p> <p>2.11 LMS need be installed using latest software versions which contains latest security patches.</p> <p>2.12 Use a cloud – base Domain Name System (DNS) web service that is highly scalable and available.</p> <p>2.13 To keep track of every activity, use Cloud Trail, which is helpful for auditing.</p> <p>2.14 To efficiently monitor resource usage and proactively detect any problems, use CloudWatch.</p> <p>2.15 If a web service problem arises, use SNS to send out email alerts or SMS notifications.</p> <p>2.16 Provide Email Service for 8 years.</p>		
03	Optional Responsibilities	<p>3.1 Security WAF - Highly recommended (8 years)</p> <p>3.2 Customization of themes</p> <p>3.3 Basic SEO for Site</p> <p>3.4 Content Graphic Design</p> <p>3.5 Initial Support to client’s and after service.</p>		

Section V

Quotation Submission Form

(The Vendor shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will be accepted.)

Date:

To: **The Vice Chancellor, Ocean University of Sri Lanka.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued:
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods as mentioned in the Price Schedule.
- (c) The total price of our quotation including any discounts offered is:
.....
- (d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed:

Name:

Date:

Price Schedule

Unit:- The Ocean University of Sri Lanka, No.51, Panngananda Mawatha, Mattakkuliya, Colombo – 15.

1	2	3	4	5	6	7	8	9	10
Line-Item No	Description of Goods	Country of Origin	Quantity	Unit Price (Rs.)	Sub Total 6=4x5	VAT (Rs.) 18%	Total Price for item with VAT (Rs.)	Warranty	Supply lead time
01	Website Design and Development								
02	Responsibilities								
03	Optional Responsibilities								
Total									

Name of Bidder:-

Signature of Bidder:-

Date:-

Maintenance Charges for 08 Years-:

Year	Maintenance Cost Rs. (Excluding VAT)
1 st Year	
2 nd Year	
3 rd Year	
4 th Year	
5 th Year	
6 th Year	
7 th Year	
8 th Year	
Total Cost for Maintenance Rs. (Excluding VAT)	
VAT 18% Rs.	
Total Cost for Maintenance Rs. (Including VAT)	

Name of Bidder-:

Signature of Bidder-:

Date-:

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

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

To: **Chairman, Regional Procurement Committee, Ocean University of Sri Lanka**

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

Section VI - Qualification and Evaluation Criteria

Eligibility Information

- (i) Bidder should have the certificate of business registration issued by a government authority for companies' Local authority issued business registration shall not be considered.**
- (ii) Bidder's company should have been founded at least three (03) years prior to the bid submission deadline and certified copy of Audited Financial Statement of the company for the last 3 years.**
- (iii) Annual Value of turnover of similar type of this procurement performed in last three shall be at least Sri Lankan Rupees Three Million. (3 mn)**
- (iv) Bidder shall not have been blacklisted.**
- (v) Bidder shall submit including customer reference with company name, address and telephone numbers, contact person name/s.**
- (vi) Product catalogue and brochures shall be submitted with bid document in English Language.**
- (vii) Supply and implementation schedule with timeline.**
- (viii) Update copy of Manufacture's Authorization letter for supply of equipment.**
- (ix) Power of Attorney/Authorize letter for signatory to the bid whenever necessary if any.**
- (x) Discount shall be disclosed in separately.**
- (xi) Even though the bidder meets the above qualifying criteria, are subjected to be disqualified if they have misleading or false statements in proof of the qualification requirements.**
- (xii) Bidder shall submit the Company Profile.**
- (xiii) Bidder shall have to provide technical support for after sale service.**
- (xiv) Bidder shall have technical staff and provide details of such staff in order to assure after sale service.**
- (xv) Bidder shall have done at least one contract of similar type of products at least Rs.3 Mn. (Three million) during last 03 years.**
- (xvi) Bidder 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.**

****Note**

Bids will be rejected as non-responsive if documentary evidence in proof of above has not been provided.

01. Evaluation Criteria

- a. After opening the bids, the Technical Evaluation Committee (TEC) will undertake the detail study and evaluation of the bids received to substantially responsive bidders among others and after that ranking of ascending as per considering price.**
- b. Prior to the detail evaluation of bidders, the TEC will determine whether each bidder has fulfilled the followings, Bids are rejected if they do not have the following.**
 - (1) Meets the eligibility criteria mentioned above.**
 - (2) Whether required document is submitted properly and signed.**
 - (3) Substantial responsiveness of the bidder to the requirements / conditions**
 - (4) Necessary warranty required.**
 - (5) Past experience and performance.**
 - (6) Human Resource availability of the company if any.**
 - (7) Previous present client list.**
- c. After that preliminary examination of above, the TEC will attend to a detailed examination (technically and financially) of bidders considering the following.**
 - (1) Conformity with specifications**
 - (2) Latest technology (As per the attached Schedule of Requirement)**
 - (3) After Sales Service**
 - (4) Supply Schedule**
 - (5) Maintenance period**
 - (6) Total Price with Maintenance Cost**
 - (7) Technical Capacity**
 - (8) Technical verification certificates of all parts of the system.**

NOTES TO VENDOR

TERMS & CONDITIONS

1. **CHANGE IN THE PURCHASE ORDER**: No change in or modification of this order or any of its terms or conditions shall be binding upon OCEAN UNIVERSITY OF SRI LANKA unless expressly agreed to in writing by OCEAN UNIVERSITY OF SRI LANKA.
2. **PACKING**: Goods should be properly packed for transit to the final destination.
3. **DELIVERY SCHEDULE**: Stipulated delivery date must be strictly adhered to. If contractor fails to make delivery of any goods within the specified time, OCEAN UNIVERSITY reserves the right to cancel this order or any part thereof by written notice to contractor and OCEAN UNIVERSITY shall not be liable for any loss or damages sustained by the contractor in consequence thereof provided that nothing herein contained shall prejudice any other rights OCEAN UNIVERSITY may have against contractor for any loss or damage due to failure of delivery by way of liquidated damages and/or risk purchases.
4. **FAILURE TO SUPPLY**: If the supplier fails to deliver the items within the period stipulated for such delivery or at any time repudiates the Contract/order before expiry of such period, OCEAN UNIVERSITY is entitled to cancel the order.
5. **ACCEPTANCE**: Goods supplied must be according to specification and conditions laid down by us and subject to our inspection and approval.
6. **WARRANTY**: All supplies should be covered by standard warranty applicable. Defective supplies that fall within the Warranty period shall be claimed from the supplier by way of free of charge replacements.

