



Invitation for Bid

Procurement of a Service Provider for Design, Development, and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal

Contract No: NLDSB-2026-02

National Library and Documentation Services Board

No. 14, Independence Avenue, Colombo 07.

NLDSB

Section I. Instructions to Bidders (ITB)

General

- 1 Scope of Bid
- 1.1 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 source specified in the BDS.
- 3 Ethics, Fraud and Corruption
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - 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 Purchaser 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 Purchaser 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 Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser 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 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 Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

5 Eligible Goods and Related Services

5.1 All goods 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 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 1 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

- i. Section I – Instructions to Bidders (ITB)
- ii. Section II – Bidding Data Sheet (BDS)
- iii. Section III – Evaluation and Qualification Criteria
- iv. Section IV - Bidding Forms
- v. Section V – Schedule of Requirements
- vi. Section VI – Conditions of Contract Section
- vii. Section VII – Contract Data
- viii. 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 Purchaser in writing at the Purchaser’s address specified in the BDS. 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. The Purchaser 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 Purchaser 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 Purchaser may amend the Bidding Documents by issuing addendum.

Documents

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 23.2

Preparation of Bids

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| 9 | Cost of Bidding | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10 | Language of Bid | 10.1 | 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 Purchaser, shall be written in English language. |
| 11 | Documents Comprising the Bid | 11.1 | The Bid shall comprise the following: <ul style="list-style-type: none">(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;(c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Software Solution and Related Services conform to the Bidding Documents;(d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and(e) any other document required in the BDS. |
| 12 | Bid Submission, Form and Price Schedules | 12.1 | The Bidder shall submit the Bid Submission Form using the Form and Price 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.

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| 13 | Alternative Bids | 13.1 | Alternative bids shall not be considered. |
| 14 | Bid Prices and Discounts | 14.1 | The Bidder shall indicate all-inclusive prices on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract |
| | | 14.2 | Any discount offered against any single item in the price 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. |
| | | 14.3 | 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. |
| | | 14.4 | <ul style="list-style-type: none">i. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payableii. 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 destination;iv. the price of other incidental services |

- 14.5 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 31.
- 14.6 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.
- 15 Currencies of Bid
- 15.1 Sri Lanka Rupees
- 16 Documents Establishing the Eligibility of the Bidder
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17 Documents Establishing the Conformity of the Goods and Related Services
- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 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 and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

- 17.3 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 during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.
- 18 Documents Establishing the Qualifications of the Bidder
- 18.1 Documents 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to Qualifications the Purchaser's satisfaction:
- (a) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19 Period of validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS plus 28 days. Validity of Bids A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser 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 20, 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.

20 Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.
- 20.2 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 Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked.
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 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 43.

20.5 The Bid Security may be forfeited:

- (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 19.2; or
- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - i. sign the Contract in accordance with ITB Clause 42;
 - ii. furnish a Performance Security in accordance with ITB Clause 43.

21 Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 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.

21.2 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.

21.3 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

22 Submission, Sealing and Marking of Bids

22.1 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.

- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (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 26.

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

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| 23 | Deadline for Submission of Bids | 23.1 | Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. |
| | | 23.2 | The Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 24 | Late Bids | 24.1 | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |

- 25 Withdrawal, and Modification of Bids
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (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 21 and 22 (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 Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1
- 25.3 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.
- 26 Bid Opening
- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS

- 26.2 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 Purchaser. 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.
- 26.3 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 Purchaser 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.
- 26.4 The Purchaser 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. 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. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

- 27 Confidentiality
- 27.1 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.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser 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.
- 28 Clarification of Bids
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser 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 Purchaser shall not be considered for purpose of evaluation. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
- 29 Responsiveness of Bids
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 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 and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

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

30 Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the ties, Errors, and Purchaser may waive any non-conformities or omissions in Omissions the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser 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.

30.3 Provided that the Bid is substantially responsive, the Purchaser 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 Purchaser 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 in words shall prevail, unless 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.

30.4 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.

- 31 Preliminary Examination of Bids
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
 - 31.2 The Purchaser 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 12.1;
 - (b) Price Schedules, in accordance with

ITB Sub-Clause 12;
(c) Bid Security, in accordance with
ITB Clause 20.

- 32 Examination of Terms and Conditions; Technical Evaluation
- 32.1 The Purchaser 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
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, 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.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33 Conversion to Single Currency
- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 14.1 for evaluation and comparison purposes, the purchaser 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 falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34 Domestic Preference
- 34.1 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

- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (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 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser 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.

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| 36 | Comparison of Bids | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35. |
| 37 | Post qualification of the Bidder | 37.1 | The Purchaser 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. |
| | | 37.2 | 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 18. |
| | | 37.3 | 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 Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 38 | Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 38.1 | The Purchaser 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. |

Award of Contract

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| 39 | Award Criteria | 39.1 | The Purchaser 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 |
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			that the Bidder is determined to be qualified to perform the Contract satisfactorily
40	Purchaser's Right to Vary Quantities at Time of Award	40.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41	Notification of Award	41.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
		41.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
		41.3	Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
42	Signing of Contract	42.1	Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
		42.2	Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43	Performance Security	43.1	Within fourteen (14) days of the receipt of notification of award from the Purchaser, 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 20.4.

- 43.2 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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the product 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	Specific Data									
A. General										
ITB 1.1	<p>The Purchaser is: National Library and Documentation Services Board</p> <p>The name and identification number of the Contract are: Procurement of a Service Provider for Design, Development, and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal</p> <p>Contract No: NLDSB-2026-02</p> <p>The project Design, Development and Implementation is expected to be completed within 120 days.</p>									
ITB 2.1	<p>The source of funding is: Government of Sri Lanka (GoSL)</p>									
ITB 4.1	<p>Minimum average annual turnover of LKR 20 million calculated as total certified payments received for contracts in progress or completed, within the last Three (3) years</p> <p>The bidder shall be a company with at least five (05) years of proven experience in the field of software development or related services.</p> <p>The bidder should have developed at least Three (3) similar projects within last Five (5) years.</p> <p>The bidder shall propose a qualified project team comprising, at minimum, the following personnel with the specified qualifications and experience:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Position</th> <th style="text-align: center;">Minimum Quantity</th> <th style="text-align: center;">Minimum Experience</th> </tr> </thead> <tbody> <tr> <td>Technical Lead</td> <td style="text-align: center;">01</td> <td>Minimum 3 years of relevant professional experience</td> </tr> <tr> <td>Senior Software Engineers</td> <td style="text-align: center;">01</td> <td>Minimum 2 years of relevant professional experience each</td> </tr> </tbody> </table>	Position	Minimum Quantity	Minimum Experience	Technical Lead	01	Minimum 3 years of relevant professional experience	Senior Software Engineers	01	Minimum 2 years of relevant professional experience each
Position	Minimum Quantity	Minimum Experience								
Technical Lead	01	Minimum 3 years of relevant professional experience								
Senior Software Engineers	01	Minimum 2 years of relevant professional experience each								

	<p>Software Engineers 01 Minimum 2 years of relevant professional experience each</p> <p>UI/UX Designer 01 Minimum 2 years of relevant professional experience</p> <p>Quality Assurance (QA) Engineer 01 Minimum 2 years of relevant professional experience</p>
B. Contents of Bidding Documents	
ITB 6.1	<p>Invitation for Bid</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II – Bidding Data Sheet (BDS)</p> <p>Section III – Evaluation and Qualification Criteria</p> <p>Section IV - Bidding Forms</p> <p>Section V – Schedule of Requirement</p> <p>Section VI – Conditions of Contract Section</p> <p>Section VII – Contract Data</p> <p>Section VIII – Contract Forms</p>
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser’s address is:</p> <p>Attention: Assistant Director, Strategic Planning Division</p> <p>Address: National Library and Documentation Services Board, No 14, Independence Avenue, Colombo 07</p> <p>Email; supplier@mail.natlib.lk</p> <p>Mobile: 077 1616980</p> <p>A Pre-bid meeting will be held: Yes</p> <p>Location: National Library and Documentation Services Board, No 14, Independence Avenue, Colombo 07</p> <p>Date and Time: at 10.00AM on June 9th, 2026</p>
C. Preparation of Bids	
ITB 11.1	<ul style="list-style-type: none"> ● Valid business registration certificate ● Audited Financial Reports of last three years ● Company Profile ● Project Methodology and Implementation Plan ● Proof of experience in similar ICT projects ● Team Qualifications
ITB 13.1	<p>Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected.</p>

<p>ITB 14.4</p>	<p>The bidder shall provide comprehensive warranty support for a minimum period of one (01) year commencing from the date of successful implementation, commissioning, and final acceptance of the system. During the warranty period, the service provider shall rectify all software defects, bugs, configuration issues, and system malfunctions at no additional cost to the client.</p> <p>It includes:</p> <ul style="list-style-type: none"> • Preventive maintenance services • Corrective maintenance, • Bug fixing • Security updates • Minor software updates • Technical support • System performance monitoring. <p>Post-Warranty Maintenance Support (after 01-year maintenance period)</p> <p>The bidder shall maintain the system for a minimum period of Nine (09) years after implementation, subject to mutually agreed maintenance terms and conditions.</p> <p>It includes:</p> <ul style="list-style-type: none"> • Preventive maintenance services • Corrective maintenance services • Adaptive and perfective maintenance support • System monitoring and health checks • Security updates and patches • Software version updates and upgrades
<p>ITB 15.1</p>	<p>Currency of the Bid: Sri Lankan Rupees</p>
<p>ITB 19.1</p>	<p>The bid validity period shall be seventy-seven days (77) days from the date of bid closure; accordingly, the bid shall be valid until 31st August, 2026.</p>
<p>ITB 20.1</p>	<p>The bid shall be accompanied by a Bid Security in the format prescribed in Section IV “Bidding Forms – Bid Guarantee” form of Bank Guarantee from recognized commercial bank licensed by the Central Bank of Sri Lanka and registered in Sri Lanka issued in favor Chairman, National Library and Documentation Services Board. Any bid not accompanied by a bid security, shall be rejected by the purchaser as non- responsive.</p>
<p>ITB 20.2</p>	<p>The amount of the Bid Security shall be as follows; Rs. 50,000.00 (Fifty Thousand Rupees).</p> <p>Bid Security shall be valid up to, 28th September, 2026 or beyond any period of extension subsequently requested under ITB clause 19.</p>

D. Submission and Opening of Bids	
ITB 22.2	The envelopes shall bear the following identification marks: Contract No: NLDSB-2026-02
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: Chairman Address: National Library and Documentation Services Board, No 14, Independence Avenue, Colombo 07 The deadline for the submission of bids is: Date: 15th June, 2026 Time: 2.00 P.M
ITB 26.1	The bid opening shall take place at: Address: National Library and Documentation Services Board, No 14, Independence Avenue, Colombo 07 Date: 15th June, 2026 Time: 2.00 P.M
E. Evaluation and Comparison of Bids	
ITB 35.4	As mentioned in Section III - Evaluation and Qualification Criteria
F. Award of Contract	
ITB 43	The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Performance security shall be submitted within 14 working days of the date of notification of award from the employer. Performance security shall be valid up to 28 days following the date of completion of the supplier's performance including the one-year warranty period.

Section III. - Evaluation and Qualification Criteria

Evaluation Criteria

Overview

Bids will be evaluated in three stages:

- i. Mandatory Compliance (Responsiveness) – Pass/Fail
- ii. Technical Evaluation – Maximum 70 points
- iii. Financial Evaluation – Maximum 30 points

Mandatory Compliance (Responsiveness) – Pass/Fail

- Valid business registration certificate
- Bid Security
- Signed and completed Bid Submission Form
- Signed Price Schedule
- Minimum average annual turnover of LKR 20 million calculated as total certified payments received for contracts in progress or completed, within the last Three (3) years
- The bidder should have developed at least Three (3) similar projects within last Five (5) years.
- Company Profile
- Project Methodology and Implementation Plan
- Proof of experience in similar ICT projects
- Team Qualifications

Technical Evaluation (Maximum 70 Points)

Bidders will be invited for a live demonstration session. Scores for “Project Methodology and Implementation Plan” and “Company Experience and Capability” will be awarded based on this demonstration and based on written submission documents.

- Demonstrate relevant experience by showcasing completed projects of similar scope.
- Explain how proposed solutions (Project Methodology and Implementation Plan)
- Respond to committee questions

Criteria	Max Points	Evaluation Method
Project Methodology and Implementation Plan	30	The submitted Project Methodology and Implementation Plan will be evaluated based on: <ul style="list-style-type: none"> ● Completeness and clarity ● Technical soundness ● Feasibility of implementation ● Project management capability ● Realistic timelines

		<ul style="list-style-type: none"> • Quality assurance processes • Risk management approach
Company Experience and Capability	25	By written submission and live demonstration
Team Qualifications	15	By written submission / CV review

Financial Evaluation (Maximum 30 Points)

The lowest-priced bid (including post warranty maintenance support for nine (9) years) will receive 30 points. Other bids will be scored proportionally using the formula:

$$\text{Financial Score} = (\text{Lowest Bid Price} / \text{Bidder's Price}) \times 30$$

Combined Final Score

The final score will be calculated as:

$$\text{Final Score} = \text{Technical Score} + \text{Financial Score}$$

The bidder with the highest Final Score will be ranked first and recommended for award.

Section IV. Bidding Forms

- 1. Bid Submission Form**
- 2. Price Schedule**
- 3. Bid Guarantee**
- 4. Bidder Experience**
- 5. Employee Qualifications and Experience**
- 6. Project Methodology and Implementation Plan**

NLDSB

1. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

No.: [insert number of bidding process]

To: Chairman,
National Library and Documentation Services Board
No 14, Independence Avenue, Colombo 07

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda]
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedules specified in the Schedule of Requirements of the following product, solution and Related Services [* insert a brief description of the product, solution and Related Services]
- (c) The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures]
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the GOSL;
- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]

.....

In the capacity of [Insert legal capacity of person signing the Bid Submission Form] ...

Name: [insert complete name of person signing the Bid Submission Form]

.....

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

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

NVLD SSB

2. Price Schedule

Procurement of a Service Provider for Design, Development and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal

Contract No: NLDSB-2026-02

Item No (1)	Description of Goods or related services (2)	Qty. and unit (3)	Unit price for 1 Year Excluding VAT LKR (4)	Total Price Excluding VAT LKR (5) = (3) x (4)	VAT LKR (6)	Total Price Including VAT LKR (7) = (5) +(6)
01	Design, Development and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal + 01 year Warranty Period	01				
02	Post-Warranty Maintenance Support (2 nd Year)	01				
03	Post- Warranty Maintenance Support (3 rd Year)	01				
04	Post- Warranty Maintenance Support (4 th Year)	01				
05	Post- Warranty Maintenance Support (5 th Year)	01				
06	Post- Warranty Maintenance Support (6 th Year)	01				
07	Post- Warranty Maintenance Support (7 th Year)	01				

08	Post- Warranty Maintenance Support (8 th Year)	01				
09	Post- Warranty Maintenance Support (9 th Year)	01				
Total						

Note: Bidders are required to bid for the total quantity. Partial bids shall be liable to be treated as “non-Responsive” and rejected.

.....
Signature and the Company Seal

(Please submit a description of how the total cost was calculated with this price schedule)

3. Bid Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

..... [insert issuing agency's name, and address of issuing branch or office]

.....

***Beneficiary: Chairman, National Library and Documentation Services Board,
No 14, Independence Avenue, Colombo 07**

Date: [insert (by issuing agency) date]

BID GUARANTEE No.: [insert (by issuing agency) number]

We have been informed that [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (Hereinafter called "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date] (Hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the Bidder, we [insert name of issuing agency] hereby irrevocably 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:

1. has withdrawn its Bid during the period of bid validity specified; or
2. does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
3. having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) 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: (a) 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) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to (Insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.[signature(s) of authorized representative(s)]

NVLD SSB

4. Bidder Experience

[Using the format below, provide information on 3 or more than 3 project experiences developed in the past five years, similar to this assignment. Include copies of documents required for evidence.]

Project Name:

.....

Name of the Client:

.....

Address of the Client:

.....

.....

Contact number of the Client:

Start Date: Completed Date:

Description of the Project:

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Technologies used in the Project :

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Staff involved (Staff positions) and functions performed:

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.....



5. Employee Qualifications and Experience

[Using the format below, provide information for each employee assigned to this assignment. Include copies of documents required for evidence.]

Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:

.....

Name of Staff [*Insert full name*]:

.....

.....

Date of Birth:

NIC:.....

Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

.....

.....

.....

.....

.....

.....

Membership of Professional Associations:

.....

.....

.....

Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]:

.....

.....

.....

Experience in the specific role: *[List the projects and experience]:*

.....

.....

.....

.....

.....

Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held,.]:*

.....

.....

.....

.....

.....

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I hereby declare that I'm willingly available to engage with this project.

.....
[Signature of staff member]

Date:

6. Project Methodology and Implementation Plan

The bidder shall submit a detailed Project Methodology and Implementation Plan describing the proposed approach for the successful design, development, implementation, deployment, testing, training, and maintenance of the proposed system.

The proposal shall, at minimum, include the following:

1. Understanding of the Requirement

- Understanding of the project objectives and scope
- Key functional and technical requirements
- Proposed solution overview

2. Proposed Methodology

Description of the proposed software development methodology to be adopted for the project, including:

- Requirement gathering approach
- System analysis and design methodology
- Development methodology
- Testing methodology
- Deployment approach
- Change management approach

The bidder may propose an industry-standard appropriate methodology.

3. Implementation Plan and Work Schedule

The bidder shall provide:

- Detailed implementation approach
- Project phases and activities
- Deliverables for each phase
- Project timelines and milestones
- Resource allocation plan

A proposed project schedule in the form of a Gantt Chart or equivalent project timeline shall be included.

4. Project Team Composition

The bidder shall provide:

- Proposed project organization structure

- Roles and responsibilities of key personnel

5. Quality Assurance and Testing

The bidder shall describe:

- Quality assurance procedures
- Code review practices
- Testing strategy
- User Acceptance Testing (UAT) approach
- Issue tracking and defect management process

6. Risk Management

The bidder shall identify potential project risks and provide mitigation strategies for managing:

- Technical risks
- Schedule risks
- Security risks
- Operational risks

7. Data Migration

The bidder shall submit a comprehensive Data Migration Plan for the migration of existing publishers' data and ISBN/ISSN/ISMN records into the proposed system.

The bidder shall provide details regarding the migration of:

- Publisher registration data ()
- ISBN records
- ISSN records
- ISMN records
- Historical application records

The Data Migration Plan shall include, but not be limited to, the following:

- Data Assessment and Analysis

The bidder shall:

- Assess the existing data sources, formats, structures, and quality
- Identify data inconsistencies, duplicates, incomplete records, and formatting issues
- Recommend data cleansing and validation procedures

The bidder shall clearly indicate assumptions relating to existing data quality and availability.

- Migration Methodology

The bidder shall describe the proposed methodology for:

- Data extraction

- Data transformation
- Data Entry (manually entering old paper-based data)
- Data mapping
- Data validation
- Data loading into the new system

The methodology shall ensure data integrity, consistency, accuracy, and completeness throughout the migration process.

- Migration Schedule

The bidder shall provide:

- Proposed migration timeline
- Migration phases and milestones

8. Training and Knowledge Transfer

The bidder shall provide details of:

- User training approach
- Administrator training
- Technical knowledge transfer
- Training materials and documentation

9. Support and Maintenance

The bidder shall describe:

- Warranty support arrangements
- Post-implementation maintenance support
- Service Level Agreement (SLA) and Annual Maintenance Contract (AMC)
- Incident response procedures

10. Documentation

The bidder shall provide details of the documentation to be delivered, including:

- Software Requirement Specification (SRS)
- Detailed Design Specification (Including Database schema and UI Design)
- Prototype
- User Manuals
- Administrator Manuals
- Technical Documentation
- Source Code Documentation
- Evaluation of Methodology
- Test Summary Report
- SLCERT Certificate

Section V. Schedule of Requirement

- 1. Terms of Reference (ToR)**
- 2. Preferred qualification for Service Provider**
- 3. Work Schedule and payments**
- 4. User Acceptance Testing (UAT)**

NLDSB

Section V – Terms of Reference (ToR)

Description of Services (Online ISBN, ISMN and ISSN Issuance and Management Portal)

1. Introduction

The National Library of Sri Lanka intends to procure a qualified service provider to design, develop, implement, and maintain a **comprehensive online portal for the issuance and management of ISBN, ISMN, and ISSN numbers**. This system shall replace existing manual and legacy online processes and serve as the **official national platform** for identifier issuance, administration, verification, and reporting.

This Requirements Document shall form an integral part of the Tender Document and defines the mandatory functional, technical, operational, and compliance requirements.

2. Background

The National Library of Sri Lanka started issuing ISBNs around 1986. After that, it started issuing ISMN and ISSN numbers.

- **ISBN / ISMN 10-digit numbers issued prior to 2007**
- **ISBN / ISMN 13-digit numbers issued after 2007**
- **ISSN 8-digit numbers issued from beginning**

Initially, these numbers were issued manually. Later, computer systems were used for this. Currently, an online system is used for this. This online system has become inadequate due to technological obsolescence, limited scalability, functional constraints, maintenance challenges and failure to meet user expectations as expected

Significant data exists across manual registers and legacy systems. Continuity, traceability, and preservation of this old data are critical. The new system must therefore support **data migration, validation, and long-term management** of both old and newly issued identifiers.

3. Objectives

The objectives of the proposed system are to:

- Provide an end-to-end online platform for ISBN, ISMN, and ISSN issuance and management
- Ensure strict compliance with international ISBN, ISMN, and ISSN agency standards
- Preserve and integrate old publisher identifier data and ISBN/ISMN/ISSN numbers and related data
- Implement transparent, auditable, and policy-driven workflows
- Support secure payments, reporting, and analytics

- Improve service delivery, accountability, and operational efficiency

4. Scope of Work

The scope of work shall include, but not be limited to:

- Detailed requirement analysis and system design
- Development of a secure web-based frontend and backend system
- Migration of old data from manual records and legacy systems
- Integration of payment gateways and notification services
- User training, documentation, deployment, and commissioning
- Maintenance, upgrades, and SLA-based support

5. System Interfaces

5.1 Public Home Page

The public home page shall provide:

- Search facilities for:
 - Publisher's details
 - Publications details
 - Subject
 - ISBN, ISMN, and ISSN
- Display of publication-related advertisements
- Secure access links to:
 - Publisher registration and login
 - Staff Interface (backend)
- Related instructions, helps and contact data

5.2 Advertisement Management

- Authorized staff shall be able to:
 - Add, edit, and remove advertisements on the home page
- Advertisements may include text, images, and hyperlinks
- Advertisement management shall be permission-based

6. User Categories and Roles

6.1 Publishers

- Register and manage publisher accounts
- Submit requests for ISBN, ISMN, and ISSN
- Make online payments and view payment history
- Track application status and issued numbers
- Access historical ISBN / ISMN / ISSN data linked to their account
- User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)

6.2 Reviewing Officer

- Review, Modify, request for corrections of publisher registrations
- Review, edit, request for corrections of request for ISBN, ISMN, and ISSN numbers for publication
- Manually create publisher accounts
- Manually submit requests for ISBN, ISMN, and ISSN
- Manual Payments
- Manually adding old paper-based publisher's prefix and ISBN, ISMN, and ISSN records
- Interactive User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)

6.3 Approving Officers

- Approve or reject publisher registrations
- Accept or reject requests for ISBN, ISMN, and ISSN numbers for publication.
- Payment Verification and Override
- Request for review again
- Interactive User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)

6.4 Finance, Statistics and Audit Officers

- Verify online and offline payments
- Generate financial, Statistical and revenue reports
- An audit trails
- Interactive User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)

6.5 ISBN/ISSN/ISMN Administrators

- Manage fee structures and taxes
- Assign and Manage registrant elements and ISSN numbers
- Manage number registers (ISBN, ISMN prefix range and ISSN number range)
- Add, Edit, and remove staff members
- Assign and modify staff permissions
- Verify online and offline payments
- Generate financial, Statistical and revenue reports
- An audit trails
- Interactive User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)
- Advertisement management

6.6 System (Super) Administrators

- Configure system-wide settings
- Monitor audit logs and security events
- Backup
- An audit trails

- Interactive User Dashboard (Allows users to efficiently monitor, manage, and act on information according to the privilege granted to them)

7. Role-Based Access Control (RBAC)

The system shall implement fine-grained role-based permissions

8. Number Management and Compliance

8.1 ISBN and ISMN Number Management

- The system shall support both:
 - **10-digit ISBN / ISMN numbers issued prior to 2007**
 - **13-digit ISBN / ISMN numbers issued thereafter**
- Old 10-digit numbers shall be stored, searchable, and verifiable
- Where applicable, links between 10-digit and corresponding 13-digit ISBNs shall be maintained

8.2 Registrant Element Management (ISBN & ISMN)

- Registrant numbers shall not be generated by the system
- Only registrant numbers officially provided by the International ISBN / ISMN Agencies to the National Library shall be used
- A register of received, issued, and available ISBN & ISMN numbers shall be maintained

8.2.1 Policy for Author Publishers (Effective from 2025)

- Separate registrant numbers shall not be automatically issued to all author publishers
- Only author publishers with high publication volume, as determined by the National Library, shall receive separate registrant numbers
- Other author publishers shall use a **common registrant number**
- Author publishers previously issued separate registrant numbers may continue using them until exhausted

8.2.2 Identification under Common Registrant Numbers (8.2.1)

- Each ISBN request and issued ISBN shall be linked to the publisher's user account
- A publisher–publication–ISBN mapping shall be maintained independently of the registrant element
- This mapping shall be used for reporting, verification, and audit purposes

8.3 ISSN Number Management

- ISSN numbers shall be assigned only from blocks officially provided by the ISSN International Centre
- Each ISSN shall be issued to a single publication

- A register of received, issued, and available ISSN numbers shall be maintained

8.4 Number Issuance and Output Generation

- Generate number issuance certificate as pdf
- Generate Barcode and Barcode label images for ISBN, ISMN and ISSN
- Maintain directory for issued ISBN, ISMN and ISSN

9. Existing Data Migration

- The system shall support migration of:
 - Manual records
 - Legacy online system data
- Migrated data shall include publishers, registrant numbers, and issued identifiers

10. Payment and Fee Management

- The system shall support configurable fee structures:
 - Fee per ISBN / ISMN / ISSN
 - Fees adjustable over time
 - Multiple tax components
- Online payment integration with approved gateways
- Backend facility to record and verify offline payments
- Automatic receipt generation and payment status tracking

11. Publisher Account Integrity

- A mechanism shall be implemented to prevent publishers from creating multiple accounts
- Duplicate detection may include:
 - Name
 - Address
 - NIC / business registration number / Passport No
 - Email address
 - Mobile number
- Backend tools shall allow staff to merge or manage duplicate records

12. Reporting and Analytics

The system shall provide comprehensive reporting and analytics, including:

- Daily, monthly, and annual issuance reports
- Publisher-wise and publication-wise reports
- Revenue and tax reports
- User activity and system usage reports
- Audit and compliance reports
- Custom export options in PDF, Excel, and CSV formats

13. Integration Requirements

- Payment gateways (local banks)
- Email & SMS gateways

14. Non-Functional Requirements

- High availability and scalability
- Multi-language support (Sinhala, Tamil, English)
- Accessibility compliance (WCAG 2.1)
- Performance optimization for concurrent users
- Secure audit logging

15. Technical Requirements

- Web-based, responsive system
- Secure database architecture
- Preference for open-source technologies
- Compliance with Sri Lanka Government ICT standards
- **Platform Compatibility:** The solution must be designed for and fully compatible with **Ubuntu Server 24.04 (LTS versions)**.
- **Web Server Stack:** Support for standard Ubuntu stacks, specifically **Apache** or **Nginx**.
- **Database Integration:** Compatibility with open-source databases supported by Ubuntu, such as **MySQL** or **MariaDB**.
- **Deployment & Infrastructure:**
 - Government-approved cloud infrastructure running Ubuntu Server.

16. Data Security, Backup, and Ownership

- Audit Trails (detailed record that tracks all changes, actions, and events within the portal)
- Role-based security controls
- Daily automated backups
- Disaster recovery mechanisms
- Full ownership of data and source code vested with the National Library of Sri Lanka
- Information security in the completed portal must be audited and certified by SLCERT. (This must be done by the service provider and the cost of it must be borne by the service provider.)

17. Maintenance, Support, SLA, and AMC

- Post-implementation maintenance and post warranty period
- Regular system upgrades and security patches
- SLA-based support with defined response and resolution times

18. Deliverables

- Software requirement specifications (SRS)

- Detailed Design Specification (Including Database schema and UI Design)
- Proposed Prototype
- Fully functional system
- SLCERT Certificate
- Migrated and validated old data
- Source Code / Database Scripts / Configuration Files / Build Files
- Installation Guide / Release Notes / User Manuals / Production Environment Setup
- User Training

19. Acceptance and Conclusion

System acceptance shall be subject to successful testing, compliance with all requirements, and formal approval by the National Library of Sri Lanka. This document shall serve as the authoritative basis for evaluating bids submitted in response to the Tender.

2. Preferred qualification for Service Provider

The Service Providing company should have the suitable resource persons for the following position in this project with relevant qualifications and experience.

Position	Minimum Qualifications	Minimum Quantity	Minimum Experience
Technical Lead	B. Sc in IT or equivalent	01	Minimum 3 years of relevant professional experience
Senior Software Engineers	B. Sc in IT or equivalent	01	Minimum 2 years of relevant professional experience each
Software Engineers	B. Sc in IT or equivalent	01	Minimum 2 years of relevant professional experience each
UI/UX Designer	Diploma in IT or equivalent	01	Minimum 2 years of relevant professional experience
Quality Assurance (QA) Engineer	Diploma in IT or equivalent	01	Minimum 2 years of relevant professional experience

3. Work Schedule and Payments

Project duration shall cover a **maximum ceiling of 120 days** including requirement gathering, designing, developing and deploy of an Online ISBN, ISMN and ISSN Issuance and Management Portal.

The Service Provider is required to submit the following list of deliverables during the project.

Phase	Main Activities	Key Deliverables	Payment
Requirement Analysis	Gather and analyze user and system requirements	Software Requirement Specification (SRS)	0%
System Design	Create system architecture and detailed design	Detailed Design Specification (Including Database schema and UI Design), Prototype	0%
Development / Coding	Develop software modules and components		0%
Testing & Quality Assurance	Verify software quality and identify defects	Test Summary Report	0%
Deployment / Implementation	Install and release the system to production environment	Source Code / Database Scripts / Configuration Files / Build Files SLCERT Certificate	0%
User Training		Installation Guide / Release Notes / User Manuals / Production Environment Setup	0%
Acceptance		UAT	100%

<p>Maintenance & Support (Warranty Period)</p>	<p>Corrective maintenance, bug fixing, security updates, minor software updates, technical support, and system performance monitoring</p>	<p>Maintenance Reports / Change Requests / Patch Releases / System Update Documentation / Support Logs</p>	<p>The Performance Security is released after the supplier's one-year warranty period has expired.</p>
<p>Annual Maintenance</p>	<p>Preventive maintenance services, Corrective maintenance services, Adaptive and perfective maintenance support, System monitoring and health checks, Security updates and patches, Software version updates and upgrades</p>	<p>Maintenance Reports / Change Requests / Patch Releases / System Update Documentation / Support Logs</p>	<p>Total price of annual support and maintenance charge will be paid at the beginning of each year as per the Price Schedule in service providers bid</p>

Section VI Conditions of Contract

1. Definitions

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

“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfilment 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.

“CC” means the Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

“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.

“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be

supplied or execution of any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

“The Project Site,” where applicable, means the place named in the Contract Data.

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

3.1 The Government of Sri Lanka requires the Purchaser 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:

“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;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

“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 Purchaser 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

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, 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

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered

without the prior consent of the Purchaser.

7. Eligibility
 - 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.
 - 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 later.
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.
10.
 - 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
 - 10.3 Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligations under the

- Contract unless they otherwise agree;
and
b. the Purchaser shall pay the Supplier
any monies due the Supplier

11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
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 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
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 Purchaser 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 fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, 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 Purchaser 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 to the Purchaser.

17. Performance Security

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) 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 Purchaser 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 Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser 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 Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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

19.1 The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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

20.1 The Supplier shall notify the Purchaser 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 and Standards

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

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

22. Packing and Documents
- 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.
23. Insurance
- 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.
24. Transportation
- 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
25. Inspections and Tests
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser 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 Purchaser.
- 25.3 The Purchaser 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 Purchaser 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser 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 Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for thirty-six (36) 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 Purchaser 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 Purchaser 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 or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

28. Patent
Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser 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 Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
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 Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own

expense and in the Purchaser'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 Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser 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 Purchaser 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 Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct,

- a. the Supplier shall not be liable to the Purchaser, 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 Purchaser and
- b. the aggregate liability of the Supplier to the Purchaser, 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 purchaser 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.

3.1 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 Purchaser 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 Purchaser in writing of such condition and the cause

thereof. Unless otherwise directed by the Purchaser 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 The Purchaser 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:
drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; the method of shipment or packing; the place of delivery; and the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

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

33.2 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

34.1 Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
- if the Supplier fails to perform any other obligation under the Contract; or
- if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.
The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.
The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- to have any portion completed and delivered at the Contract terms and prices; and/or
- 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

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

Section VII. Contract Data

Contract Data Sheet

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 CC.

CC 1.1	<p>The Purchaser is: National Library and Documentation Services Board</p> <p>The Project Site(s)/Destination(s) are: National Library and Documentation Services Board</p>
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Assistant Director, Strategic Planning Division</p> <p>Address: National Library and Documentation Services Board, No 14, Independence Avenue, Colombo 07</p> <p>Email: supplier@mail.natlib.lk Mobile: 077 1616980</p>
CC 15.1	<p>The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:</p> <p>Payment of the Total Price (Including VAT) in Sri Lankan Rupees will be made within twenty-eight (28) days after completion of the User Acceptance Testing (UAT) report and supporting documentation.</p>
CC 17.1	<p>The Service Provider shall provide a Performance Security. This shall be an amount equal to ten (10) percent of the contract price (excluding VAT). Performance Security shall be submitted within 14 days of the notification of the contract award from the purchaser and it shall be valid up to 28 days following the date of completion of the supplier's performance including the one-year warranty period.</p>
CC 17.3	<p>Performance security shall be valid up to 28 days following the date of completion of the supplier's performance including the one-year warranty period.</p> <p>Format of the Performance Security is given in the Section VIII</p>
CC 18.1	<p>The copyright and intellectual property rights of the entire system, including but not limited to source code, databases, software applications, user interface designs, documentation, reports, configurations, and all related deliverables developed under this project shall vest exclusively with the National Library and Documentation Services Board.</p> <p>The selected service provider shall not claim ownership, distribute, reuse, sell, sublicense, or commercially exploit any part of the developed system</p>

	without prior written approval from the National Library and Documentation Services Board.
CC 19.2	The service provider must sign a non-disclosure agreement (NDA). Format of the NDA is given in the Section VIII
CC 26.1	The liquidated damage shall be 0.1% of the contract price per day or part of a day thereof. The maximum amount of liquidated damages shall be ten percent (10 %) of the total contract price.
CC 27.3	The service provider must sign a Service Level Agreement (SLA). Format of the SLA is given in the Section VIII Maintenance period MUST be one year from the date of UAT Acceptance The bidder shall maintain the system for a minimum period of Nine (09) years after implementation, subject to mutually agreed maintenance terms and conditions.
CC 27.5	Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice or specified in the Service Level Agreement (SLA).
CC 27.6	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as specified in Service Level Agreement (SLA).

Section VIII. Contract Forms

- 1. Contract Agreement**
- 2. Performance Security**
- 3. Non-Disclosure Agreement (NDA)**
- 4. Service Level Agreement (SLA)**

NLDSB

Contract Agreement

THIS CONTRACT AGREEMENT is made
the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

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

WHEREAS the Purchaser invited bids for certain products and ancillary services, viz., [*insert brief description of products and Services*]
and has accepted a Bid by the Service Provider for the supply of those products 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 Service Provider, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Schedule of Requirements
 - (d) The Service Provider’s Bid and original Price Schedules
 - (e) Project Methodology and Implementation Plan
 - (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 Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Products 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 Service Provider in consideration of the provision of the Products 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 Service Provider

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

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

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

Performance Security

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

..... [Issuing Agency's Name, and Address of Issuing Branch or Office]

* **Beneficiary:** [Name and Address of Employer]

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that [name of Supplier]
(hereinafter called "the Supplier") has entered into Contract No.
dated with
you, for the [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 Supplier, we [name of Agency]
..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures]
(..... [amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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, no later than the day of, 20..... (insert date, 28 days beyond the scheduled completion date including the warranty period) and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

NON-DISCLOSURE AGREEMENT (NDA)

For the Design, Development and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal

This Non-Disclosure Agreement (“Agreement”) is made and entered into on this day of ,20..... (“Effective Date”), by and between:

National Library and Documentation Services Board (NLDSB), established under the National Library and Documentation Services Board Act No. 51 of 1998 of Sri Lanka, having its principal office at No 14, Independence Avenue, Colombo 07, Sri Lanka (hereinafter referred to as the “NLDSB” or “Disclosing Party”),

AND

.....a company duly incorporated and existing under the laws of Sri Lanka / other jurisdiction, having its registered office at (hereinafter referred to as the “Recipient” or “Receiving Party”).

The NLDSB and the Recipient may individually be referred to as a “Party” and collectively as the “Parties”.

1. PURPOSE

The Parties intend to engage in discussions, evaluations, consultations, demonstrations, proposal submissions, procurement activities, system studies, software design, development, implementation, testing, deployment, training, maintenance, support, or any related activities concerning the:

“Design, Development and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal” (hereinafter referred to as the “Project”).

In connection with the Project, the NLDSB may disclose certain confidential, proprietary, technical, operational, administrative, financial, or personal information to the Recipient. The Recipient agrees to protect and preserve the confidentiality of such information in accordance with the terms and conditions set forth in this Agreement.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, “Confidential Information” shall include, but not be limited to:

1. All technical, administrative, operational, financial, legal, procurement, and business information related to the Project;
2. System architecture, database structures, source code, object code, APIs, software designs, workflows, configurations, and technical documentation;

3. User credentials, authentication methods, encryption keys, security configurations, network diagrams, server details, and cybersecurity-related information;
4. Existing and proposed ISBN, ISSN, and ISMN records and associated metadata;
5. Publisher information, applicant records, staff information, user data, reports, and statistical information;
6. Tender documents, evaluation reports, quotations, proposals, procurement documents, contracts, and related correspondence;
7. Data migration plans, implementation methodologies, business continuity plans, disaster recovery plans, and maintenance procedures;
8. Intellectual property, research materials, software tools, manuals, training materials, and unpublished information;
9. Information received from third parties under obligations of confidentiality;
10. Any information marked or identified as “Confidential”, “Restricted”, “Internal Use Only”, or similar designation;
11. Any oral, written, electronic, visual, or digital information disclosed during meetings, workshops, demonstrations, or communications relating to the Project.

Confidential Information may be disclosed in written, printed, electronic, verbal, visual, or any other form.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information shall not include information which:

1. Is or becomes publicly available without breach of this Agreement by the Recipient;
2. Was lawfully in the possession of the Recipient prior to disclosure by the NLDSB;
3. Is lawfully obtained from a third party without restriction and without breach of any confidentiality obligation;
4. Is independently developed by the Recipient without reference to or use of the Confidential Information;
5. Is required to be disclosed by law, court order, or governmental authority, provided that the Recipient gives prompt written notice to the NLDSB prior to such disclosure where legally permissible.

4. OBLIGATIONS OF THE RECIPIENT

The Recipient shall:

1. Maintain all Confidential Information in strict confidence;
2. Use the Confidential Information solely for the purposes related to the Project;
3. Not disclose, publish, copy, reproduce, distribute, transmit, or otherwise make available the Confidential Information to any third party without the prior written consent of the NLDSB;
4. Restrict access to Confidential Information only to employees, consultants, subcontractors, or representatives who have a legitimate need to know such

information for the purposes of the Project and who are bound by confidentiality obligations no less restrictive than those contained herein;

5. Take all reasonable administrative, technical, organizational, and physical safeguards to protect the Confidential Information against unauthorized access, disclosure, loss, misuse, alteration, or destruction;
6. Comply with all applicable laws, regulations, government circulars, ICT policies, cybersecurity standards, and data protection requirements of Sri Lanka;
7. Immediately notify the NLDSB in writing upon becoming aware of any unauthorized access, disclosure, loss, breach, or misuse of Confidential Information;
8. Not use the Confidential Information for personal gain, commercial benefit, competitive advantage, or any purpose other than the Project;
9. Ensure that no Confidential Information is stored, processed, or transferred outside authorized systems or locations without prior written approval from the NLDSB;
10. Return or securely destroy all Confidential Information upon request by the NLDSB or upon completion/termination of the Project.

5. DATA SECURITY AND CYBERSECURITY

The Recipient shall implement and maintain appropriate information security measures including, but not limited to:

1. Secure authentication and access control mechanisms;
2. Encryption of sensitive information during transmission and storage;
3. Antivirus, anti-malware, firewall, and endpoint protection measures;
4. Secure backup and disaster recovery procedures;
5. Logging and monitoring mechanisms;
6. Periodic vulnerability assessments and security updates;
7. Protection against unauthorized system access, cyberattacks, ransomware, phishing, and data breaches.

The Recipient shall ensure that all personnel engaged in the Project adhere to acceptable information security and confidentiality practices.

6. PERSONAL DATA PROTECTION

Where the Confidential Information contains personal or identifiable information, the Recipient shall:

1. Process such information only for authorized Project-related purposes;
2. Prevent unauthorized disclosure or misuse of personal data;
3. Implement appropriate privacy and security safeguards;
4. Comply with applicable data protection laws and regulations of Sri Lanka.

7. INTELLECTUAL PROPERTY RIGHTS

1. All Confidential Information disclosed by the NLDSB shall remain the sole property of the NLDSB.

2. Nothing in this Agreement shall be construed as granting the Recipient any license, ownership right, or intellectual property interest in the Confidential Information.
3. All deliverables, source code, databases, documentation, configurations, reports, and materials developed specifically under the Project shall become the property of the NLDSB unless otherwise agreed in writing.

8. NON-DISCLOSURE OF PROJECT INFORMATION

The Recipient shall not, without prior written approval of the NLDSB:

1. Issue press releases or public announcements relating to the Project;
2. Use the name, logo, emblem, trademarks, or identity of the NLDSB for publicity or marketing purposes;
3. Disclose details of the Project in case studies, portfolios, presentations, websites, social media, or promotional materials.

9. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon completion, termination, or written request by the NLDSB, the Recipient shall:

1. Immediately cease use of the Confidential Information;
2. Return all documents, records, media, devices, files, and materials containing Confidential Information;
3. Permanently delete or destroy electronic copies of Confidential Information from all systems, storage devices, backups, cloud platforms, and portable media;
4. Provide written certification confirming such return or destruction if requested by the NLDSB.

10. TERM AND SURVIVAL

1. This Agreement shall come into effect on the Effective Date and shall remain valid for a period of five (10) years from the date of execution, unless terminated earlier by written agreement of the Parties.
2. The confidentiality obligations contained herein shall survive the termination, completion, cancellation, or expiration of this Agreement and/or the Project for an additional period of five (05) years, or for such longer period as required by applicable law.

11. BREACH AND REMEDIES

1. Any unauthorized disclosure or misuse of Confidential Information by the Recipient shall constitute a material breach of this Agreement.
2. The NLDSB shall have the right to seek injunctive relief, damages, compensation, specific performance, or any other legal or equitable remedies available under the laws of Sri Lanka.
3. The Recipient shall be liable for all losses, damages, claims, liabilities, costs, and expenses arising from any breach of this Agreement.

12. NO WARRANTY

The Confidential Information is provided “as is” without any representation or warranty, express or implied, regarding its accuracy, completeness, or suitability.

13. NO PARTNERSHIP OR AGENCY

Nothing contained in this Agreement shall be construed to create any partnership, joint venture, employment relationship, or agency relationship between the Parties.

14. ASSIGNMENT

The Recipient shall not assign, transfer, subcontract, or delegate its rights or obligations under this Agreement without the prior written consent of the NLDSB.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Sri Lanka.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties relating to the subject matter herein and supersedes all prior discussions, negotiations, communications, or agreements, whether oral or written.

Any amendment or modification to this Agreement shall be valid only if made in writing and signed by both Parties.

17. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a competent court, the remaining provisions shall continue in full force and effect.

18. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by registered post, courier, or official email to the addresses of the respective Parties stated below.

For the NLDSB:

Name:
Designation:
Address:
Email: Telephone:

For the Recipient:

Name:
Designation:
Address:
Email: Telephone:

19. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

For the National Library and Documentation Services Board

Signature:
Name:
Designation:
Date:
Official Seal:

For the Recipient

Signature:
Name:
Designation:
Company:
Date:
Official Seal:

WITNESSES

Witness 01

Signature:

Name:

NIC/Passport No.:

Address:

Witness 02

Signature:

Name:

NIC/Passport No.:

Address:

NVLDSSB

SERVICE LEVEL AGREEMENT (SLA)

For the Design, Development, and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal

This Service Level Agreement (“SLA”) is made and entered into on this day of, 20..... (“Effective Date”), by and between:

National Library and Documentation Services Board (NLDSB), established under the National Library and Documentation Services Board Act No. 51 of 1998 of Sri Lanka, having its principal office at National Library and Documentation Services Board (hereinafter referred to as the “Client” or “NLDSB”),

AND

....., a company duly incorporated and existing under the laws of Sri Lanka / other jurisdiction, having its registered office at (hereinafter referred to as the “Service Provider” or “Vendor”).

The NLDSB and the Service Provider may individually be referred to as a “Party” and collectively as the “Parties”.

1. PURPOSE

The purpose of this Service Level Agreement is to define the minimum service levels, responsibilities, performance standards, support obligations, maintenance requirements, response times, and warranty conditions applicable to the:

“Design, Development and Implementation of an Online ISBN, ISMN and ISSN Issuance and Management Portal”

This SLA shall apply during:

1. The software design, development, testing, implementation, deployment, and commissioning period; and
2. The one (01) year free warranty and maintenance support period commencing from the date of final system acceptance.

2. SCOPE OF SERVICES

The Service Provider shall provide all necessary professional services required for the successful completion and operation of the Project, including but not limited to:

1. Requirement gathering and system analysis;
2. System architecture and solution design;
3. UI/UX design and multilingual interface development;
4. Software development and integration;
5. Database design and implementation;
6. Data migration and validation;

7. Security implementation and testing;
8. User Acceptance Testing (UAT);
9. Deployment and configuration;
10. User training and knowledge transfer;
11. Documentation;
12. Preventive, corrective, adaptive, and emergency maintenance;
13. Technical support and troubleshooting;
14. Backup and recovery support;
15. Performance optimization and bug fixing during the warranty period.

3. SERVICE PERIODS

3.1 Development and Implementation Period

The SLA shall apply throughout the software development and implementation period from the commencement date until the issuance of the Final Acceptance Certificate by the NLDSB.

3.2 Warranty Period

The Service Provider shall provide a comprehensive free warranty and maintenance support service for a minimum period of one (01) year from the date of Final Acceptance.

The warranty period shall include all labor, technical support, updates, patches, bug fixes, and maintenance services without additional cost to the NLDSB.

4. SERVICE AVAILABILITY REQUIREMENTS

The Service Provider shall ensure that the production system maintains the following minimum availability levels during the warranty period:

Service Component	Minimum Availability
Web Portal Availability	99.5% Monthly Uptime
Core Application Services	99.5% Monthly Uptime
Database Services	99.5% Monthly Uptime
API Services	99.0% Monthly Uptime

Scheduled maintenance approved by the NLDSB shall not be considered as downtime.

5. SUPPORT HOURS

5.1 Standard Support Hours

The Service Provider shall provide technical support during the following periods:

- Monday to Friday: 8.30 a.m. – 4.15 p.m.
- Excluding public holidays of Sri Lanka.

5.2 Emergency Support

Emergency support for critical incidents shall be available on a 24x7 basis during the development and warranty periods.

6. INCIDENT CLASSIFICATION

All incidents shall be categorized according to the severity and impact levels defined below:

Severity Level	Description
Critical (Severity 1)	Complete system failure, major security breach, database corruption, or inability of all users to access critical services
High (Severity 2)	Major functionality unavailable affecting multiple users or key business operations
Medium (Severity 3)	Partial degradation of services or non-critical functionality issues
Low (Severity 4)	Minor defects, cosmetic issues, enhancement requests, or general inquiries

7. RESPONSE AND RESOLUTION TIMES

The Service Provider shall adhere to the following response and resolution timelines:

Severity Level	Initial Response Time	Resolution / Workaround Time
Critical (Severity 1)	Within 30 Minutes	Within 4 Hours
High (Severity 2)	Within 2 Hours	Within 1 Business Day
Medium (Severity 3)	Within 4 Hours	Within 3 Business Days
Low (Severity 4)	Within 1 Business Day	Within 7 Business Days

Where permanent resolution is not immediately possible, the Service Provider shall provide an acceptable temporary workaround subject to approval by the NLDSB.

8. MAINTENANCE SERVICES

The Service Provider shall provide the following maintenance services during the warranty period:

8.1 Corrective Maintenance

Correction of software defects, bugs, configuration issues, coding errors, and system failures.

8.2 Preventive Maintenance

Regular inspections, health checks, performance tuning, optimization, security reviews, and preventive actions to minimize future failures.

8.3 Adaptive Maintenance

Minor modifications required due to changes in operating environments, browser updates, server configurations, or regulatory requirements.

8.4 Emergency Maintenance

Immediate support to restore critical services during system outages, cyber incidents, or security breaches.

9. SECURITY REQUIREMENTS

The Service Provider shall:

1. Implement secure coding standards and cybersecurity best practices;
2. Ensure proper authentication, authorization, and access control mechanisms;
3. Protect against common web vulnerabilities including SQL injection, XSS, CSRF, brute-force attacks, and malware;
4. Maintain secure backup and disaster recovery procedures;
5. Apply security patches and updates promptly;
6. Immediately report any cybersecurity incident or data breach to the NLDSB;
7. Maintain confidentiality of all system and user information.

10. BACKUP AND DISASTER RECOVERY SUPPORT

The Service Provider shall:

1. Configure automated backup procedures;
2. Verify backup integrity periodically;
3. Support restoration and recovery operations when required;
4. Assist the NLDSB in disaster recovery testing;
5. Ensure that critical data can be restored within acceptable recovery periods.

11. CHANGE MANAGEMENT

1. No major changes shall be implemented in the production environment without prior written approval of the NLDSB.
2. The Service Provider shall submit change requests, risk assessments, rollback plans, and implementation schedules for approval.
3. Emergency changes required to restore services may be implemented immediately but shall be formally documented afterward.

12. DOCUMENTATION REQUIREMENTS

The Service Provider shall provide and maintain updated documentation including:

1. System architecture documentation;
2. Database schema documentation;
3. Source code documentation;
4. Installation and configuration manuals;

5. User manuals and administrator guides;
6. Backup and recovery procedures;
7. Security configuration documentation;
8. Maintenance procedures;
9. Test reports and implementation reports.

13. TRAINING AND KNOWLEDGE TRANSFER

The Service Provider shall provide adequate training and knowledge transfer sessions for designated NLDSB staff, including:

1. System administration training;
2. End-user training;
3. Technical support training;
4. Database and backup management training;
5. Security and operational procedures.

Training materials and manuals shall be provided in printed and/or electronic formats.

14. PERFORMANCE MONITORING AND REPORTING

The Service Provider shall:

1. Monitor system performance and availability;
2. Maintain service logs and incident records;
3. Submit monthly maintenance and support reports during the warranty period;
4. Provide recommendations for performance and security improvements.

Monthly reports shall include:

- Incident summary;
- Downtime reports;
- Resolution statistics;
- Security events;
- Maintenance activities performed;
- Pending issues and recommendations.

15. SERVICE ESCALATION PROCEDURE

The Service Provider shall establish an escalation mechanism for unresolved issues.

Escalation Level	Responsible Officer	Response Time
Level 1	Technical Lead	Immediate
Level 2	Senior Software Engineer	Within 2 Hours
Level 3	Software Engineer	Within 4 Hours

Escalation contact details shall be provided to the NLDSB upon commencement of the Project.

16. WARRANTY CONDITIONS

During the warranty period, the Service Provider shall provide, without additional cost:

1. Bug fixes and software corrections;
2. Security updates and patches;
3. Performance optimizations;
4. Error corrections;
5. Configuration corrections;
6. Technical support services;
7. Assistance for operational issues directly related to the implemented system.

The warranty shall not cover:

1. Unauthorized modifications by third parties;
2. Damage caused by improper use outside documented procedures;
3. Hardware failures not supplied or maintained by the Service Provider;
4. Force majeure events.

17. PENALTIES AND SERVICE CREDITS

If the Service Provider fails to meet agreed service levels, the NLDSB reserves the right to:

1. Require corrective action plans;
2. Deduct payments subject to applicable procurement regulations;
3. Extend the warranty period at no additional cost;
4. Terminate the agreement for repeated or serious non-performance.

18. CONFIDENTIALITY

The Service Provider shall maintain strict confidentiality of all information, data, records, credentials, documents, and system details related to the Project.

The Service Provider shall comply with all confidentiality obligations specified in the Non-Disclosure Agreement (NDA) executed between the Parties.

19. INTELLECTUAL PROPERTY RIGHTS

All deliverables, source code, documentation, databases, reports, custom developments, and materials developed under the Project shall become the property of the NLDSB unless otherwise specified in the main agreement.

20. TERMINATION

The NLDSB may terminate this SLA and related agreements upon:

1. Material breach of obligations;
2. Repeated failure to meet service levels;
3. Unauthorized disclosure of confidential information;
4. Fraudulent, unethical, or illegal conduct;

5. Insolvency or cessation of business operations by the Service Provider.

21. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance caused by circumstances beyond reasonable control, including natural disasters, war, terrorism, civil unrest, government restrictions, pandemics, or power/network failures. The affected Party shall notify the other Party promptly regarding such events.

22. GOVERNING LAW AND JURISDICTION

This SLA shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

Any disputes arising out of this SLA shall be subject to the exclusive jurisdiction of the competent courts of Sri Lanka.

23. ENTIRE AGREEMENT

This SLA shall form an integral part of the main contract agreement executed between the Parties.

In the event of inconsistency between this SLA and the main contract, the provisions of the main contract shall prevail unless otherwise agreed in writing.

24. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Service Level Agreement on the date first above written.

For the National Library and Documentation Services Board

Signature:

Name:

Designation:

Date:

Official Seal:

For the Recipient

Signature:

Name:

Designation:

Company:

Date:

Official Seal:

WITNESSES

Witness 01

Signature:

Name:

NIC/Passport No.:

Address:

Witness 02

Signature:

Name:

NIC/Passport No.:

Address: