



### **BIDDING DOCUMENT**

National Competitive Bidding (NCB)

# SUPPLY, DELIVERY, INSTALLATION, NETWORKING AND MAINTENANCE OF IT EQUIPMENT AND ACCESSORIES FOR THE MINISTRY OF FOREIGN AFFAIRS

ICTA/GOSL/GOODS/NCB/2016/52

**AUGUST 2016** 





### Information and Communication Technology Agency of Sri Lanka

### **Invitation for Bids (IFB)**

# SUPPLY, DELIVERY, INSTALLATION, NETWORKING AND MAINTENANCE OF IT EQUIPMENT AND ACCESSORIES FOR THE MINISTRY OF FOREIGN AFFAIRS

#### ICTA/GOSL/GOODS/NCB/2016/52

1. Information and Communication Technology Agency of Sri Lanka (ICTA) implements projects by investing on improving the ICT infrastructure and system solutions at Ministries and Government organizations to provide efficient, reliable and secure services between Government organizations and the general public. Under this initiative, ICTA intends to improve ICT facilities at the Ministry of Foreign Affairs to provide efficient and effective services to the public.

The Chairman, Project Procurement Committee (PPC), on behalf of Information and Communication Technology Agency of Sri Lanka (ICTA) that functions under the purview of Ministry of Telecommunication and Digital Infrastructure, now invites sealed bids from eligible and qualified bidders for the Supply, Delivery, Installation, Networking and Maintenance of IT Equipment and Accessories for the Ministry of Foreign Affairs.

Detailed description of the Requirements and Specifications is given in the bidding document.

- 2. Bidding will be conducted using the National Competitive Bidding (NCB) procedure that shall be governed by the procurement guidelines of Government of Sri Lanka and is open to all eligible bidders that meet the eligibility and qualification requirements given in the bidding documents.
- 3. Interested eligible bidders may obtain further information from Director-Procurement & Head-Administration, ICTA, 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05 and inspect the bidding documents during office hours on working days commencing from August 16, 2016 at the office of ICTA at the above address. Telephone: 2369099, Facsimile: 2369091, Email: <a href="mailto:procurement@icta.lk">procurement@icta.lk</a>. Bidding Documents are also available <a href="www.icta.lk">www.icta.lk</a> only for inspection purposes.
- 4. A complete set of Bidding Documents in English Language may be purchased by interested bidders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Twelve Thousand Five Hundred (12,500.00) effective from **August 16**, **2016** during office hours on working days from the office of the ICTA at 160/24, 2<sup>nd</sup> floor, Kirimandala Mawatha Colombo 05. The method of payment will be by cash.
- 5. A Pre-bid meeting which potential bidders may attend will be held at **1400 hrs** (**2.00 p.m**) on **August 26, 2016** at the office of ICTA at the above address. The bidders are advised to attend this meeting.

- 6. Bids must be delivered to Director-Procurement & Head-Administration, C/o Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05 at or before 1500 hrs (3.00 p.m) on September 07, 2016. Late Bids and Bids sent electronically will not be accepted and will be rejected.
- 7. All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the bidding documents in the amount of Sri Lankan Rupees Five Hundred Thousand (LKR 500,000.00).
- 8. Bids shall be valid for a period of 90 days from the date of deadline for submission of the bids.
- 9. Bids will be opened immediately after the deadline for submission of bids, in the presence of bidders and/or their authorized representatives who choose to attend in person at the address stated above (in Para 6).
- 10. ICTA will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

#### Chairman

Project Procurement Committee Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05

August 16, 2016

### **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 National Competitive Bidding (NCB) 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 Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract award, shall be disqualified.
- 4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.

### 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 Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Invitation for Bid

Section I – Instructions to Bidders (ITB)

Section II – Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V – Schedule of Requirements

Section VI - Conditions of Contract

Section VII - Contract Data

Section VIII - Contract Forms

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 7 Clarification of Bidding Documents

7.1

A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the 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.
- 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**

#### 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:

- (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 Goods 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 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.
- 13 Alternative Bids
- 13.1 Alternative bids shall not be considered.
- 14 Bid Prices and Discounts
- 14.1 The Bidder shall indicate 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 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
  - (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
  - (ii) However, VAT shall not be included in the price but shall be indicated separately;
  - (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
  - (iv) the price of other incidental services
- 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 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in 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 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
  - (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization if required in the BDS, using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) 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
  - (c) 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**. 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 or a Bid-Securing Declaration, 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 a institution acceptable to Purchaser.
  - (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 or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
  - (b) if a Bidder does not agreeing 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 initialled 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 26.1.

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.

# 23 Deadline for Submission of

23.1 Bids must be received by the Purchaser at the address and no

#### **Bids**

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 or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. 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 Purchaser may waive any non-conformities or omissions in 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 or Bid Securing Declaration, 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

34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, 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 date 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 Evaluation of Bids

- 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 listed 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.
- 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**

- 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 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 fifteen percent (15%) of the total quantity 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 above-mentioned 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	A. General
ITB 1.1	The Purchaser is: Information and Communication Technology Agency of Sri Lanka
ITB 1.1	The name and identification number of the Contract are:
	Supply, Delivery, Installation, Networking and Maintenance of IT Equipment and Accessories for the Ministry of Foreign Affairs
	Contract Number: ICTA/GOSL/GOODS/NCB/2016/52
	This procurement shall be based on Lots as indicated below;
	Lot 1 – Computers & Accessories Lot 2 – Scanners & Printers Lot 3 – Wireless Networking & Security Lot 4 – Uninterruptable Power Supply Units (UPS)
	To qualify for evaluation, bidders are required to bid for total quantity of each Lot. Each Lot shall be evaluated separately.
ITB 2.1	The source of funding is: Government of Sri Lanka (GoSL)
ITB 4.4	Interested foreign bidders may submit bids
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is:
	Attention: Director-Procurement & Head-Administration Address:  Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 5. Telephone: 2369099 -100 Facsimile numbers is 2369091. e-mail: procurement@icta.lk
	A pre-Bid meeting will be held: Yes
	Date : <b>August 26, 2016</b> Time : <b>1400 hrs.</b>
	Venue: Information and Communication Technology Agency of Sri Lanka, (2 <sup>nd</sup> floor) 160/24, Kirimandala Mawatha, Colombo 5.
	Clarifications may be requested <b>not later than 07 days</b> before the deadline for submission of bids.

	C. Preparation of Bids
ITB 13.1	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.
TTD 142	

### **ITB 14.3**

### The bidder may quote following minimum quantities:

Lot 1 – Computer & Accessories	Description of Item	Quantity Units
1.1	All-in-one computer	41
1.2	Thunderbolt Mini Display Port to VGA Adapter	7
1.3	3.0 USB 4 Port Hub	25
1.4	LED Monitor 14"	7

Lot 2 – Scanners & Printers	Description of Item	Quantity Units
2.1	High speed document scanner	18
2.2	Passport Scanner	7
2.3	Barcode & QR code reader	25
2.4	Finger print scanner	25
2.5	Laser Printer	9

Lot 3 – Wireless Networking and Security	Wireless etworking and  Description of Item				
3.1	Wireless Access Point Controller	1			
3.2	Wireless Access Point	20			
3.3	Core Ethernet Switch	2			
3.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3			
3.5	Local Area Networking				
	Patch Cord Cat 6	70			
	Cable laying Cat 6	400m			
	(With the conduit/casing. Payment will be made "Measure	(Approx)			
	and pay basis")				
	Cable laying Armored Fiber	100m			
	(With the conduit/casing. Payment will be made "Measure	(Approx)			
	and pay basis")				
	Patch Panel	4			
	Cable Management	4			
	Faceplate (Single) with Keystone	40			
	Termination, Labelling & Testing of a UTP Network node, WAP and Network Equipment's Installation	40			
3.6	Firewall Unit with license for 3 years	1			
3.7	Access Ethernet Switch	3			
3.8	Wireless PCI Express Adapter	90			
3.9	Dual Band Wireless USB Adapter	36			

Lot 4 -	Description of Item	Quantity
Uninterruptible		
Power Supply		
Units (UPS)		
4.1	Centralized Online UPS - 20 kVA	1
4.2	Online UPS 1.5kVA	2

### **ITB 18.1 (a)** Manufacturer's Authorization is required.

# ITB 18.1 (b) If the bidder is not doing business within Sri Lanka, its authorized agent should have registered business presence in the Sri Lanka with adequate staff and resources as stipulated in ITB 18.1 (b) and should continue to be in operation at least for a period of five (05) years from the date of completion of installation of equipment & networking.

ITB 19.1	The bid validity period shall be Ninety days (90) days from the date of bid closure, accordingly the bid shall be valid until <b>December 06</b> , <b>2016</b> .
ITB 20.1	Bid shall include a Bid Security issued by a commercial bank licensed by the Central Bank of Sri Lanka in the format prescribed in <b>Section IV</b> "Bidding Forms – Bid Guarantee"
ITB 20.2	The amount of the Bid Security shall be as follows;
	Sri Lankan Rupees Five Hundred Thousand (500,000.00)
	Bid Security shall be issued in favor of;
	The Managing Director/Chief Executive Officer Information and Communication Technology Agency of Sri Lanka 160/24, Kirimandala Mawatha, Colombo 5, Sri Lanka.
ITB 20.2 (f)	Bid Security shall be valid for a period of 30 days beyond the original validity period of bids (up to January 05, 2017) or beyond any period of extension subsequently requested under ITB clause 19.
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks:
	Supply, Delivery, Installation, Networking and Maintenance of IT Equipment and Accessories for the Ministry of Foreign Affairs
	Contract Number: ICTA/GOSL/GOODS/NCB/2016/52
ITB 23.1	For bid submission purposes, the Purchaser's address is:
	Attention: Director - Procurement & Head of Administration C/o; Chief Executive Officer
	Address: Information and Communication Technology Agency Lanka,
	2 <sup>nd</sup> floor, 160/24, Kirimandala Mawatha, Colombo 05.
	The deadline for the submission of bids is:
	Date: September 07, 2016
	Time: 1500 hrs

ITB 26.1	The bid opening shall take place at:			
	Address: Information and Communication Technology Agency, 2 <sup>nd</sup> floor, 160/24, Kirimandala Mawatha, Colombo 05.			
	Date: September 07, 2016			
	Time: 1500 hrs (immediately after deadline for bid submission)			
	E. Evaluation and Comparison of Bids			
ITB 34.1	Domestic preference shall not be a bid evaluation factor.			
ITB 35.3.d	There will be no price adjustments; the selection is based on the lowest evaluated bid price.			
ITB 35.5	Bidders shall be allowed to quote for one or more lots			

## Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications.

### **Contents**

- 1. Evaluation Criteria (ITB 35.3 (d))
- 2. Post-qualification Requirements (ITB 37.2)

### 1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid will be based on Evaluated Bid Price.

### 2. Post – Qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using the following requirements.

### (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirements:

Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.

The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payment to meet the cash flow requirement of not less than Sri Lanka Rupees Twelve Million (LKR 12 Million) or equivalent, and net of the bidder's other commitments for this project.

Audited statements of accounts of the company for the past three (03) years shall be submitted with the bid

#### (b) Commercial and Technical Capability

The Bidder shall furnish documentary evidence to demonstrate that it meets the following requirements;

- i. Bidder shall be a legally registered company in Sri Lanka and has been in operation for the last five (05) years.
- ii. Foreign bidders shall be registered company/entity in the respective countries and shall have been operations for the last five (05) years.
- iii. If bidder a foreign bidder not doing business in Sri Lanka, should have a legally registered business presence of its authorized agent in Sri Lanka.
- iv. Detailed list of similar projects/orders that the bidder has completed successfully during the period of last three (03) years ending on the deadline of bid submission.
- v. Bidders and agents shall have experience as the authorized dealers/suppliers for brands/products offered in the bid for the last 3 years in supply, delivery installation, providing warranty and maintenance.
- vi. Bidder shall have skilled and technically competent team to carry out necessary warranty, support, maintenance and after sales services.
- vii. Documentary evidence to establish conformity of the goods to the technical specifications/standards in the bidding documents along with the Technical Specification Form.

# Section IV. Bidding Forms

### **Table of Forms**

Bid Submission Form
Price Schedule
Bid Guarantee
Manufacturer's Authorization

### **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: [\* insert complete name of Purchaser]

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,[insert date of signing]

### **Price Schedule**

Line Item No	Description of Goods or related services	Qty. and unit	Unit price Excluding VAT LKR (2)	Total Price Excluding VAT LKR (3)= (1) x (2)	VAT LKR (4)	Total Price Including VAT LKR (5)= (3) +(4)
LOT 1	- Computers and accessories		<u>,                                      </u>		<b>,</b>	
1.1	All-in-one computer	41				
1.2	Thunderbolt Mini Display Port to VGA Adapter	7				
1.3	3.0 USB 4 Port Hub	25				
1.4	LED Monitor 14"	7				
			Sub Total for Lot 1			
LOT 2	- Scanners and Printers					
2.1	High speed document scanner	18				
2.2	Passport Scanner	7				
2.3	Barcode & QR code reader	25				
2.4	Finger print scanner	25				
2.5	Laser Printer	9				
			Sub Total for Lot 2			
LOT 3	- Wireless Networking and Security					
3.1	Wireless Access Point Controller	1				
3.2	Wireless Access Point	20				
3.3	Core Ethernet Switch	2				
3.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3				

Line Item No	Description of Goods or related services	Qty. and unit	Unit price Excluding VAT LKR (2)	Total Price Excluding VAT LKR (3)=(1)x(2)	VAT LKR (4)	Total Price Including VAT LKR (5)=(3)+(4)
3.5	Local Area Networking					
	Patch Cord Cat 6	70				
	Cable laying Cat 6 (With the conduit/casing. (Payment will be made "Measure and pay basis")	400m (Approx)				
	Cable laying Armored Fiber (With the conduit/casing. (Payment will be made "Measure and pay basis")	100m (Approx)				
	Patch Panel	4				
	Cable Management	4				
	Faceplate (Single) with Keystone	40				
	Termination, Labelling & Testing of a UTP Network node, WAP and Network Equipment's Installation	40				
3.6	Firewall Unit with license for 3 years	1				
3.7	Access Ethernet Switch	3				
3.8	Wireless PCI Express Adapter	90				
3.9	Dual Band Wireless USB Adapter	36				
			Sub Total for Lot 3			
	- Uninterruptible Power Supply					
4.1	Centralized Online UPS - 20 kVA	1				
4.2	Online UPS 1.5kVA	2				
			Sub Total for Lot 4			
	Total (Lot 1	+ Lot 2	+ Lot $3 + $ Lot $4)$			

### **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: [ name and address of Purchaser]
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
ioint 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
rrevocably undertake to pay you any sum or sums not exceeding in total an amount of
[insert amount in figures] [insert amount in words]) upon receipt by us
of your first demand in writing accompanied by a written statement stating that the Bidder
is in breach of its obligation(s) under the bid conditions, because the Bidder:
(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the 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

### **Manufacturer's Authorization**

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

Date: [insert date (as day, month and year) of Bid Submission]
No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

#### **WHEREAS**

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

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

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

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

Title: [insert title]

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

Dated on \_\_\_\_\_\_day of \_\_\_\_\_\_\_, \_\_\_\_[insert date of signing]

Dated on \_\_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

### Section V.

### **Schedule of Requirements**

- 1. List of Goods and Delivery Schedule
- 2. List of Related Services and Completion Schedule
- 3. Technical Specifications
- 4. Drawings

### 1. List of Goods and Delivery Schedule

ICTA is in the process of automation the current work processes of the Consular Division of the Ministry of Foreign Affairs. This endeavor is expected to automate the work done at the Consular Division in order to provide an effective and efficient service to the public. The below mentioned list comprises the goods that is required to carry out the task in a successful manner.

Line Item No	Description of Goods	Quantity Units	Final (Project Site) Destination as specified in BDS	Delivery and Installation
LOT 1 -	Computers and accessories		•	
1.1	All-in-one computer	41	The Consular Division	Within 6 Weeks
1.2	Thunderbolt Mini Display Port to VGA Adapter	7	<ul><li>– Ministry of Foreign</li><li>Affairs</li></ul>	from the date of Contract
1.3	3.0 USB 4 Port Hub	25		
1.4	LED Monitor 14"	7		
LOT 2 -	Scanners and Printers			
2.1	High speed document scanner	18	The Consular Division	Within 6 Weeks
2.2	Passport Scanner	7	– Ministry of Foreign	from the date of
2.3	Barcode & QR code reader	25	Affairs	Contract
2.4	Finger print scanner	25		
2.5	Laser Printer	9		
LOT 3 -	Wireless Networking and Security			
3.1	Wireless Access Point Controller	1	The Consular Division	Within 6 Weeks
3.2	Wireless Access Point	20	– Ministry of Foreign	from the date of
3.3	Core Ethernet Switch	2	Affairs	Contract
3.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3		
3.5	Local Area Networking			
	Patch Cord Cat 6	70		
	Cable laying Cat 6	400		
	(With the conduit/casing. Payment will	400m		
	be made "Measure and pay basis")	(Approx)		
	Cable laying Armored Fiber	100m		
	(With the conduit/casing. Payment will	(Approx)		
	be made "Measure and pay basis")	(Approx)		
	Patch Panel	4		
	Cable Management	4		
	Faceplate (Single) with Keystone	40		
	Termination, Labelling & Testing of a			
	UTP Network node, WAP and Network	40		
	Equipment's Installation			
3.6	Firewall Unit with license for 3 years	1	_	
3.7	Access Ethernet Switch	3		
3.8	Wireless PCI Express Adapter	90	_	
3.9	Dual Band Wireless USB Adapter	36		
	Uninterruptible Power Supply	I	T	T ===
4.1	Centralized Online UPS - 20 kVA	1	The Consular Division	Within 6 Weeks
4.2	Online UPS 1.5kVA	2	– Ministry of Foreign Affairs	from the date of Contract

## 2. List of Related Services and Completion Schedule

Line Item No	Description of Goods	Quantity Units	Related Services
LOT 1 -	Computers and accessories		
1.1	All-in-one computer	41	Supply, Delivery, Installation, Testing, Networking
1.2	Thunderbolt Mini Display Port to VGA Adapter	7	and Maintenance
1.3	3.0 USB 4 Port Hub	25	
1.4	LED Monitor 14"	7	
LOT 2 -	<b>Scanners and Printers</b>		
2.1	High speed document scanner	18	Supply, Delivery, Installation, Testing, Networking
2.2	Passport Scanner	7	and Maintenance
2.3	Barcode & QR code reader	25	
2.4	Finger print scanner	25	
2.5	Laser Printer	9	
LOT 3 -	Wireless Networking and Security		
3.1	Wireless Access Point Controller	1	Supply, Delivery, Installation, Testing, Networking
3.2	Wireless Access Point	20	and Maintenance
3.3	Core Ethernet Switch	2	
3.4	9U Wall Mount Rack Enclosure	3	
	Cabinet with Door & Side Panels	3	
3.5	Local Area Networking		
	Patch Cord Cat 6	70	
	Cable laying Cat 6		
	(with the conduit/casing. Payment	400m	
	will be made "Measure and pay	(Approx)	
	basis")		
	Cable laying Armored Fiber		
	(with the conduit/casing. <b>Payment</b>	100m	
	will be made "Measure and pay	(Approx.)	
	basis")		
	Patch Panel	4	
	Cable Management	4	
	Faceplate (Single) with Keystone	40	
	Termination, Labelling & Testing of	40	
	a UTP Network node, WAP and	40	
3.6	Network Equipment's Installation Firewall Unit with license for 3 years	1	
3.7	Access Ethernet Switch	3	
3.8	Wireless PCI Express Adapter	90	
3.9	Dual Band Wireless USB Adapter	36	
	Uninterruptible Power Supply	50	
4.1	Centralized Online UPS - 20 kVA	1	Supply, Delivery, Installation, Testing, Networking
4.1	Online UPS 1.5kVA	2	and Maintenance

### 3. Technical Specifications

Bidders are required to state their compliance to specifications/requirements against each and every criterion of the specification sheets. Incomplete specification compliance sheets shall lead to disqualify the bidder without getting any clarifications.

### Lot No 01: Computers and accessories

### Item 1.1: All in One Desktop Computer

Itom	Item	Minimum Specification	Bidder's Offer		
Item Lot No			Yes/ No	If "No" Bidder's Response	Technical Reference (Section No. and Page No's)
1.1.1	Brand	(Specify)			
1.1.2	Model	(Specify)			
1.1.3	Country of Origin / Manufacture	(Specify)			
1.1.4	Year of manufacture	(Specify)			
1.1.5	Processor	Intel Core i5 6th			
		Generation			
1.1.6	Processor speed	1.6 GHz or better (Base			
		Frequency)			
1.1.7	Chipset	Compatible (Specify)			
1.1.8	Cache	8 MB Cache or Better			
1.1.9	Memory	8 GB of 1867MHz LPDDR3 upgradable to 16GB			
1.1.10	Hard disk	1TB (5400 rpm)			
1.1.11	Display	21.5 diagonal LED-backlit HD with IPS technology			
1.1.12	Resolution	1920 x 1080 Widescreen or higher			
1.1.13	Graphics	Intel HD Graphics 6000 or higher			
1.1.14	Audio	HD audio, Integrated stereo speakers			
1.1.15	Video	Support for extended desktop and video mirroring modes			
1.1.16	Webcam	HD camera			
1.1.17	Network	10/100/1000BASE-T Gigabit Ethernet			
1.1.18	Wireless	Built in 802.11 b/g/n/ac Bluetooth 4.0			
1.1.19	Details of I/O (Input /	4 x USB 3 ports			
	Output) ports	2 x Thunderbolt ports			
		1 x SDXC card slot			
		1 x RJ 45 port			
		1 x Kensington lock slot 1 x integrated digital			
	L		L		

		microphone Stereo		
		headphone /line out		
1.1.20	Keyboard	Wired Keyboard with		
1.1.20	Reyourd	Numeric Keypad (English		
		(USA))		
1.1.21	Mouse	USB wired mouse		
1.1.22	Operating system	Latest Stable Mac		
1.1.22	Operating system	Operating System		
1.1.23	Productivity software	Stable free new version of		
1.1.23	Froductivity software			
		LibreOffice package to be installed		
		Adobe Acrobat Reader		
1 1 24	T 1 1			
1.1.24	Input power supply	AC 220 -240V		
1.1.25	Power consumption	(Specify)		
1.1.26	Energy star qualified	Required		
1.1.27	Install and	The Technical team should		
	Configuration	install and configure the		
		All in One Desktop		
		Computer as per the		
		purchasers' request and to		
		other systems		
		simultaneously.		
		The equipment installation		
		process should collaborate		
		with other (WLAN, UPS		
		and IT accessories)		
1 1 2 2		equipment installations.		
1.1.28	User training	Required		
1.1.29	Manufactured	Manufacture authorization		
	authorization	letter shall be provided.		
1.1.30	Compliance	Standard compliance		
		certificate to be provided		
		from a suitably qualified		
		third party authority.		
1.1.31	Product experience	All in One Desktop		
		Computer brand shall be		
		produced under the same		
		brand for at least for last 5		
		years.		
1.1.32	Warranty	3 years comprehensive on-		
		site manufacturer		
		authorized warranty,		
		inclusive of replacement of		
		all defective parts free of		
		charge.		

### Item 1.2: USB Hub

Item	Bidder's Offer		r's Offer		
Lot No	Item		Yes/ No	If "No" Bidder's Response	Technical Reference (Section No. and Page No's)
1.2.1	Brand	Certified brand by All in			
		one computer manufacturer			
1.2.2	Model	(Specify)			
1.2.3	Country of Origin /	(Specify)			
	Manufacture				
1.2.4	Year of manufacture	(Specify)			
1.2.5	Туре	Plug and play USB Hub			
1.2.6	USB interface	USB 3.0			
1.2.7	USB ports	4 Ports			
1.2.8	Transfer speed	5 Gb/s or Higher			
1.2.9	Power per port	Up to 900mA			
1.2.10	Compatible	Compatible with All in one			
		computers			
		Backwards compatible			
		with USB 2.0 device			
1.2.11	Connection	USB			
1.2.12	Input power supply	(Specify)			
1.2.13	Power consume	(Specify)			
1.2.14	Accessories	USB 4 - Port Hub			
		Power supply (Specify)			
		USB 3.0 cable (1meter)			
1.2.15	Install and	The Technical team should			
	Configuration	install and configure the			
		USB Hub as per the			
		purchasers' request and to			
		other systems			
		simultaneously.			
1.2.16	Compliance	Standard compliance			
		certificate to be provided			
		from a suitably qualified			
		third party authority.			
1.2.17	Product experience	USB Hub brand shall be			
		produced under the same			
		brand for at least for last 5			
		years.			
1.2.18	Warranty	3 years comprehensive on-			
		site manufacturer			
		authorized warranty,			
		inclusive of replacement of			
		all defective parts free of			
		charge.			

Item 1.3: Specifications for Thunderbolt Mini Display Port to VGA Adapter

Item			Bidde	r's Offer	
Lot No	Item	Minimum Specification	Yes/ No	If "No" Bidder's Response	Technical Reference (Section No. and Page No's)
1.3.1	Brand	Certified brand by All in one			
		computer manufacturer			
1.3.2	Model	(Specify)			
1.3.3	Country of Origin / Manufacture	(Specify)			
1.3.4	Year of manufacture	(Specify)			
1.3.5	Туре	Plug and play Thunderbolt Mini Display Port to VGA Adapter			
1.3.6	Output interface	VGA port			
1.3.7	Input interface	Thunderbolt port			
1.3.8	Cable length	1 meter			
1.3.9	Compatible	Compatible with All in one computers and LED / LCD monitor			
1.3.10	Install and	The Technical team should			
	Configuration	install and configure			
		Thunderbolt Mini Display Port			
		to VGA Adapter as per the			
		purchasers' request and to other			
		systems simultaneously.			
1.3.11	Compliance	Standard compliance certificate			
		to be provided from a suitably			
		qualified third party authority.			
1.3.12	Product experience	Thunderbolt Mini Display Port			
		to VGA Adapter brand shall be			
		produced under the same brand			
		for at least for last 5 years.			
1.3.13	Warranty	3 years comprehensive on-site			
		manufacturer authorized			
		warranty, inclusive of			
		replacement of all defective			
		parts free of charge.			

#### **Item 1.4: LED Monitor**

Item	Item		Bidde	r's Offer	
Lot No		Minimum Specification	Yes/ No	If "No" Bidder's Response	Technical Reference (Section No. and Page No's)
1.4.1	Brand	(Specify)			
1.4.2	Model	(Specify)			
1.4.3	Country of Origin / Manufacture	(Specify)			
1.4.4	Year of manufacture	(Specify)			
1.4.5	Type	LED Backlit LCD Monitor			
1.4.6	Display type	Widescreen Flat Panel Display			
1.4.7	Design	Slim Type			
1.4.8	Screen size	14" (16:9)			
1.4.9	Resolution	1024 x 768 or better			
1.4.10	OSD Language	English			
1.4.11	Interface	1x VGA Port			
1.4.12	Accessory (With the	Driver Disk			
	box)	User Manual			
		VGA Cable			
1.4.13	Monitor stand	Height-adjustable stand, tilt,			
		swivel & pivot			
1.4.14	Body color	White			
1.4.15	Certification	Energy Star			
1.4.16	Power supply (Voltage, Hz)	AC 100-240V 50/60Hz			
1.4.17	Compatible operating	Mac OS			
	systems	Microsoft Windows Family			
	.,	(7/8.1/10 (32 & 64 Bit))			
		Ubuntu / Linux			
1.4.18	Install and	The Technical team should install			
	Configuration	and configure the LED monitor as			
	<i>g</i>	per the purchasers' request and to			
		other systems simultaneously.			
		The equipment installation			
		process should collaborate with			
		other (WLAN, UPS and IT			
		accessories) equipment			
		installations.			
1.4.19	Compliance	Standard compliance certificate to			
		be provided from a suitably			
		qualified third party authority.			
1.4.20	Product experience	LED monitor brand shall be			
	_	produced under the same brand			
		for at least for last 5 years.			
1.4.21	Warranty	3 years comprehensive on-site			
	,	manufacturer authorized			
		warranty, inclusive of			
		replacement of all defective parts			
		free of charge.			

#### **Lot No 02: Scanners and Printers**

## **Item 2.1: High Speed Document Scanner**

Item			Bidder	's Offer	Technical
Lot No	Item	Minimum Specification	Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
2.1.1	Brand	(Specify)			
2.1.2	Model	(Specify)			
2.1.3	Country of Origin / Manufacture	(Specify)			
2.1.4	Year of manufacture	(Specify)			
2.1.5	Document feeder type	Automatic			
2.1.6	Scanning mode	Simplex and Duplex			
2.1.7	Scanning optical resolution	600 dpi or higher			
2.1.8	Scanning output resolution	600 dpi or higher			
2.1.9	Scan document size	A4, A5, B4, B5, Legal			
2.1.10	Scan media type	Plain, inkjet and photo paper			
		Art paper			
		Coated paper			
		Grey board			
2.1.11	Document thickness (ADF)	380gsm or higher			
2.1.12	Drop-out color	RGB			
2.1.13	ADF scanning speeds	60 ppm / 45 ipm (Black & White)			
	(Paper / Image per minute)	60 ppm / 20 ipm (Color)			
2.1.14	Daily duty cycle	5000 Pages			
2.1.15	Automatic document feeder page capacity	50 pages			
2.1.16	Multi-feed detection	Standard			
2.1.17	Scan file output format	PDF (formatted Text and Graphics, normal with images, searchable image over text, MRC, PDF/A), JPG, BMP, PNG, DOC			
2.1.18	Connectivity	Hi-Speed USB, Built in Ethernet port & Wireless 802.11 ac/n/g/b			
2.1.19	Scanner drivers	TWAIN Driver			
	(Must compatible	ISIS Driver			
	with Mac OS,	WIA Driver			
	Microsoft Windows				
	Family (7/8.1/10 (32				
	& 64 Bit)), Ubuntu / Linux)				
2.1.20	Compatible operating	Mac OS			
	systems	Microsoft Windows Family			
		(7/8.1/10 (32 & 64 Bit))			
		Ubuntu / Linux			
2.1.21	Accessories	Exchange roller kit one set			

		(Additional requirement must		
		supply with the box)		
		USB cable		
2.1.22	Input power supply	AC 220 – 240V		
2.1.23	Energy star qualified	Required		
2.1.24	Install and	The Technical team should install		
	Configuration	and configure the High Speed		
		Document Scanner as per the		
		purchasers' request and to other		
		systems simultaneously.		
		The equipment installation process		
		should collaborate with other		
		(WLAN, UPS and IT accessories)		
		equipment installations.		
2.1.25	User training	Required		
2.1.26	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
2.1.27	Compliance	Standard compliance certificate to		
		be provided from a suitably		
		qualified third party authority.		
2.1.28	Product experience	High Speed Document Scanner		
		brand shall be produced under the		
		same brand for at least for last 5		
		years		
2.1.29	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

**Item 2.2: Passport Scanner** 

Item Lot No	Item	Minimum Specification	Comp	pliance	Technical Reference (Section No. and Page No's)
			Yes/ No	If "No" Bidder's Response	
2.2.1	Brand	(Specify)			
2.2.2	Model	(Specify)			
2.2.3	Country of Origin / Manufacture	(Specify)			
2.2.4	Year of manufacture	(Specify)			
2.2.5	Scanner type	Passport, ID card and Driving license scanner			
2.2.6	Scanning mode	Simplex			
2.2.7	Scanning sensor /element	(Specify)			
2.2.8	Light Source (Scanning)	Infrared, ultraviolet (UV-A), full color passport scan (visible light)			
2.2.9	Scanning optical resolution	500 dpi or higher			
2.2.10	Scanning output resolution	500 dpi or higher			
2.2.11	Photo camera pixel	5 MP or higher			
2.2.12	Grayscale	8-bit			
2.2.13	Color	24-bit			
2.2.14	Drop-out color	RGB			
2.2.15	Scanning area	126 mm x 90 mm			
2.2.16	Scanning speeds	≤ 1 sec			
2.2.17	Daily duty cycle	1000 or higher			
2.2.18	Scan file output	BMP, JPG, JPG2000 and PNG			
	format	PDF			
2.2.19	Control panel	(Specify)			
2.2.20	Scanner Interface	USB 2.0			
2.2.21	Scanner drivers	TWAIN Driver			
	(Must compatible	ISIS Driver			
	with Mac OS, Microsoft Windows	WIA Driver			
	Family (7/8.1/10 (32 & 64 Bit)),				
2 2 22	Ubuntu / Linux)	Mac OS			
2.2.22	Operating systems compatibility				
	compatibility	Microsoft Windows Family (7/8.1/10 (32 & 64 Bit))			
		Ubuntu / Linux			
2.2.23	Accessories	USB cables			
		Scanning software & drivers disk			
2.2.24	Input power supply	AC 220 – 240V			
2.2.25	Compliance	FCC Part 15 Class A			
	certification	СВ			
		RoHS			

2.2.26	Install and	The Technical team should install		
	Configuration	and configure the Passport Scanner		
		as per the purchasers' request and		
		to other systems simultaneously.		
		The equipment installation process		
		should collaborate with other		
		(WLAN, UPS and IT accessories)		
		equipment installations.		
2.2.27	User training	Required		
2.2.28	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
2.2.29	Product experience	Passport Scanner brand shall be		
		produced under the same brand for		
		at least for last 5 years		
2.2.30	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

Item 2.3: Barcode & QR Code Scanner

Item	Item	Minimum Specification	Bidders C	Compliance	Technical
Lot No			Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
2.3.1	Brand	(Specify)			
2.3.2	Model	(Specify)			
2.3.3	Country of Origin / Manufacture	(Specify)			
2.3.4	Year of manufacture	(Specify)			
2.3.5	Туре	USB Laser barcode & QR code scanner			
2.3.6	Stand type	Adjustable goose neck stand			
2.3.7	Scanning mode	Auto			
2.3.8	Scan pattern	Omnidirectional			
2.3.9	Scan Speed	1,300 scan lines per second or better			
2.3.10	Scan error rate	1/50 million			
2.3.11	Light source	650 nm visible laser diode			
2.3.12	Signal prompting	Buzzer, LED light			
2.3.13	Nominal working distance	6~30cm			
2.3.14	Scan element frequency	50Hz			
2.3.15	Image transfer speed	12 Megabits /second or better			
2.3.16	Laser life	10000 hours or better			
2.3.17	Input voltage	DC5V			
2.3.18	Power source	USB power			
2.3.19	Connectivity interface	USB 2.0 or better			
2.3.20	Cable	1.5 meter			
2.3.21	Decode capability	QR-CODE			
	(Barcode & QR	UPC-A/E			
	code)	CODE 39/93/128			
		EAN8/13			
		ITF			
		CODABAR 2D symbols: PDF417  MaxiCode			
		Composite Symbology			
		GS1-128			
		GS1 DataBar Omnidirectional			
		/Truncated /Limited /Expanded			
2.3.22	Operating systems	Mac OS			
	compatibility	Microsoft Windows Family			
		(7/8.1/10 (32 & 64 Bit)) Ubuntu / Linux			
2.3.23	Laser safety	CDRH Class II			
	certification	IEC Class 2			
2.3.24	Compliance	CE			

	certification	FCC		
		RoHS		
2.3.25	Install and	The Technical team should install		
	Configuration	and configure the Barcode & QR		
		code scanner as per the purchasers'		
		request and to other systems		
		simultaneously.		
		The equipment installation process		
		should collaborate with other		
		(WLAN, UPS and IT accessories)		
		equipment installations.		
2.3.26	User training	Required		
2.3.27	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
2.3.28	Product experience	Barcode & QR code scanner brand		
		shall be produced under the same		
		brand for at least for last 5 years		
2.3.29	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

**Item 2.4: Finger Print Scanner** 

Item	Item	Minimum Specification	Bidders C	Compliance	Technical
Lot No			Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
2.4.1	Brand	(Specify)			
2.4.2	Model	(Specify)			
2.4.3	Country of Origin / Manufacture	(Specify)			
2.4.4	Year of manufacture	(Specify)			
2.4.5	Type	USB Finger Print Scanner			
2.4.6	Sensor	Optical sensor			
2.4.7	Light source	Internal Infrared LED			
2.4.8	Scan area	13.2mm x 13.0 mm			
2.4.9	Sensing area	3.2mm x 3.0mm			
2.4.10	Roll print size	1.6" x 1.5"			
2.4.11	Image resolution	500 dpi			
2.4.12	Lifetime	Minimum one (1) million scans			
2.4.13	Standards	FIPS 201			
		FBI PIV & Mobile ID FAP 20			
		INCITS 378			
		ISO/IEC 19794-2, 19794-4			
		ANSI/NIST-ITL-1-2000			
2 4 1 4	C1'				
2.4.14	Compliance	FCC			
	certifications	CE			
		KCC			
		RoHS			
2.4.15	Input voltage	5v DC			
2.4.16	Power source	USB power			
2.4.17	Connectivity interface	USB 2.0 or better			
2.4.18	USB cable length	1.5 meter			
2.4.19	Operating systems	Mac OS			
	compatibility	Microsoft Windows Family (7/8.1/10			
		(32 & 64 Bit))			
		Ubuntu / Linux			
2.4.20	Install and	The Technical team should install			
	Configuration	and configure the Finger Print			
		Scanner as per the purchasers'			
		request and to other systems			
		simultaneously.			
		The equipment installation process			
		should collaborate with other			
		(WLAN, UPS and IT accessories)			
		equipment installations.			
2.4.21	User training	Required			
2.4.22	Manufactured	Manufacture authorization letter shall			
	authorization	be provided.			
2.4.23	Product experience	Finger Print Scanner brand shall be			
2.1.23	1 Todact experience	produced under the same brand for at			
	1	r-saucea ander the burne brand for at		Ī	I .

2.4.24	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

#### **Item 2.5: Laser Printer**

Item	Item	Minimum Specification	Bidders C	Compliance	Technical Reference (Section No. and Page No's)
Lot No			Yes/ No	If "No" Bidder's Response	
2.5.1	Brand	(Specify)			
2.5.2	Model	(Specify)			
2.5.3	Country of Origin / Manufacture	(Specify)			
2.5.4	Year of manufacture	(Specify)			
2.5.5	Printing technology	Laser			
2.5.6	Printer type	Black & White			
2.5.7	Printing speed (standard)	A4: Minimum 20 ppm at 600dpi			
2.5.8	First print out time	6 seconds or lesser			
2.5.9	Resolution	600 x 600 dpi or better			
2.5.10	Duplex	Automatic			
2.5.11	Paper input tray capacity	Minimum 250 papers			
2.5.12	Paper output tray capacity	Minimum 40 papers			
2.5.13	Paper media size	A4, A5, A6, Letter, Legal, Executive			
2.5.14	Paper media type	Paper, envelopes, labels, transparencies			
2.5.15	Duty cycle monthly	25,000 or higher			
2.5.16	Toner model	(Specify)			
2.5.17	Toner paper yield	Minimum 5000 pages			
2.5.18	Processor	200MHz or higher			
2.5.19	Memory	16MB or higher			
2.5.20	Interface	Hi-Speed USB, Built in Ethernet port & Wireless 802.11 ac/n/g/b			
2.5.21	Manuals with the	Operating manual and User manual			
	box	Driver CD (s) for Printer			
2.5.22	Accessories	At least one black toner should be supplied with the printer			
2.5.23	Operating systems compatibility	Mac OS Microsoft Windows Family (7/8.1/10 (32 & 64 Bit)) Ubuntu / Linux			
2.5.24	Input power supply	AC 220 -240V			
2.5.25	Energy star	Required			
	qualified				

2.5.26	Install and	The Technical team should install		
	Configuration	and configure the Laser printer as		
		per the purchasers' request and to		
		other systems simultaneously.		
		The equipment installation process		
		should collaborate with other		
		(WLAN, UPS and IT accessories)		
		equipment installations.		
2.5.27	User training	Required		
2.5.28	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
2.5.29	Compliance	Standard compliance certificate to		
		be provided from a suitably		
		qualified third party authority.		
2.5.30	Product experience	Laser printer brand shall be		
		produced under the same brand for		
		at least for last 5 years		
2.5.31	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

### Lot No 03: Wireless Networking and Security Item 3.1: Wireless Access Point Controller (WAPC)

Item Lot			Bidde	r's Offer	Technical
No	Item	Minimum Specification	Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
3.1.1	Brand	Same as WAP brand			
3.1.2	Model	(Specify)			
3.1.3	Country of Origin / Manufacture	(Specify)			
3.1.4	Year of manufacture	(Specify)			
3.1.5	Туре	Rack Mountable / Virtual			
3.1.6	Supported	2.4 GHz			
	bandwidths	5 GHz			
3.1.7	Minimum WAPs supported	50 or higher			
3.1.8	Maximum client	250 or higher			
210	support Concurrent users	250 an high an			
3.1.9		250 or higher			
3.1.10	Maximum number of access point groups	25 or higher			
3.1.11	Maximum VLANs	100 or higher			
3.1.12	Maximum WLANs	100 or higher			
3.1.12	AP discovery &	Layer 2 & 3			
3.1.13	control	Layer 2 & 3			
3.1.14	L3 support	IPv4 and IPv6, DHCP Server			
		Support			
3.1.15	Access	Captive portal			
3.1.16	Interface	4 x LAN Ports (Auto MDIX, auto-			
		sensing 10/100/1000 Mbps) or higher			
		1 x USB 2.0 ports or higher			
		1 x RJ 45 console port			
3.1.17	WAP provisioning	Automatic channel and power optimization			
		Automatic WAP discovery (L2, L3)			
		Auto firmware upgrade deployment			
3.1.18	Security	AES Encryption Internal			
011110		IPS			
		WEP			
		Dynamic WEP			
		WPA Personal / Enterprise			
		WPA2 Personal/ Enterprise			
3.1.19	Authentication	802.1X, local database, External			
		AAA servers: Active Directory,			
		RADIUS, LDAP,			
		Other (Specify)			
3.1.20	Wireless intrusion	Rogue AP detection			

	detection system	DoS attack prevention		
	(WIDS)	Password guessing protection		
		Rate limiting		
3.1.21	Access Lists (ACLs)	Layer-2 (MAC address based ACL)		
		Layer-3 (IP address based ACL)		
		L2 client isolation		
3.1.22	DHCP Server	Supported		
3.1.23	Management	Secure Web based (HTTPS)		
		CLI and SNMP (v1, v2c, v3)		
		Syslog		
3.1.24	Certifications	FCC Class A, CE, WEEE, RoHS		
3.1.25	Accessories	Ethernet cable / Console cable		
		Power cord		
3.1.26	Power Supply	100 ~ 220V, 50/60Hz		
3.1.27	Dimension	(Specify)		
	(W x D x H)	(-1		
3.1.28	Weight	(Specify)		
3.1.29	Operating	Operating temperature 0°- 45° C		
	Temperature &	(32°-113° F)		
	Humidity			
		Operating humidity: 10%–90%		
		non-condensing		
3.1.30	Install and	The Technical team should install		
	Configuration	and configure the WAPC as per the		
		purchasers' request and to other		
		systems simultaneously.		
		The equipment installation process		
		should collaborate with other (UPS		
		and IT accessories) equipment		
		installations.		
3.1.31	User training	Required		
3.1.32	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
3.1.33	Compliance	Standard compliance certificate to		
		be provided from a suitably		
		qualified third party authority.		
3.1.34	Product experience	WAPC brand shall be produced		
		under the same brand for at least for		
0.1.55	***	last 5 years.		
3.1.35	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty,		
		inclusive of replacement of all		
		defective parts free of charge.		

**Item 3.2: Wireless Access Points (WAP)** 

Item Lot No	Item	Minimum Specification	Bidders C	Compliance	Technical
		Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)	
3.2.1	Brand	(Specify)			
3.2.2	Model	(Specify)			
3.2.3	Country of Origin & Assembly	(Specify)			
3.2.4	Year of manufacture	(Specify)			
3.2.5	Type	Indoor			
3.2.6	Supporting standards	IEEE 802.11 b/g/n/ac			
3.2.7	Minimum required	Minimum 450 Mbps (2.4GHz) or			
	throughput	higher			
		Minimum 1300 Mbps (5 GHz) or			
3.2.8	User support	higher Minimum 60 connective users, 30			
3.2.8	Oser support	active users per radio or higher			
3.2.9	Multiple input and	3 x 3 MIMO or higher			
3.2.7	multiple output	3 x 3 William of higher			
3.2.10	Antenna	Built-in			
3.2.11	Ports	10/100/1000 Ethernet, with support			
		for 802.3af /802.3at PoE			
3.2.12	Cabling type	Category 6			
3.2.13	Frequency band	2.4 GHz			
		5 GHz			
3.2.14	Max transmission power	22 dBm or higher			
3.2.15	Power over Ethernet (PoE)	802.3af / 802.3at			
3.2.16	Data rate	2 Gbps or better			
3.2.17	Multiple broadcast SSID	8 or higher			
3.2.18	VLAN support	32 or higher			
3.2.19	L3 support	DHCP Relay support.			
		IPv4 and IPv6 Support.			
3.2.20	Encryption standards	TKIP, WPA, WPA2, 64 and 128-bit AES			
3.2.21	Wireless distribution	Repeater			
	system (WDS)	Bridge point-to-point/multi-point			
		Simultaneous bridge & wireless			
		client association			
3.2.22	Security	Wi-Fi Protected Access			
		(WPA/WPA2)			
		Block SSID Broadcast			
		Secure SSH Telnet			
		Secure Socket Layer (SSL)			

		Remote management login		
		Rogue AP detection		
		Multiple VPN pass-through support		
		Other (Specify)		
3.2.23	Lock slot	Slot for Kensington lock		
3.2.24	Management	Standalone secure web based, SSH		
		or Centrally manage with a		
		controller		
3.2.25	Mounting option	Wall / Ceiling mounting required		
		with the mounting bracket		
3.2.26	Operating system	(Specify)		
3.2.27	Hardware reset	Required		
	button			
3.2.28	Dimension	(Specify)		
	$(W \times D \times H)$			
3.2.29	Weight	(Specify)		
3.2.30	Power supply	PoE+		
3.2.31	Standard	FCC		
	compliance &	CE		
	certifications	RoHS		
		UL/IEC/EN 60950		
		EN 300 328		
		EN 301 893		
		Other (Specify)		
3.2.32	Accessories	Ethernet cable		
		Wall / Ceiling mount kit		
3.2.33	Install and	The Technical team should install		
	Configuration	and configure the WAP as per the		
		purchasers' request and to other		
		systems simultaneously.		
		The equipment installation process		
		should collaborate with other (UPS		
		and IT accessories) equipment		
		installations.		
3.2.34	User training	Required		
3.2.35	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
3.2.36	Product experience	WAP brand shall be produced under		
		the same brand for at least for last 5		
		years.		
3.2.37	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty		
		for unit, inclusive of replacement of		
		all defective parts free of charge.		

**Item 3.3: Core Ethernet Switch** 

Item Lot	Item	Minimum Specification	Bidders C	ompliance	Technical Reference
No			Yes/ No	If "No" Bidder's Response	(Section No. and Page No's)
3.3.1	Brand	(Specify)			
3.3.2	Model	(Specify)			
3.3.3	Country of Origin / Manufacture	(Specify)			
3.3.4	Year of manufacture	(Specify)			
3.3.5	Туре	Rack Mountable			
3.3.6	Status LEDs	System, Link/Act			
3.3.7	CPU memory DRAM	64 MB or higher			
3.3.8	Green power mode	EEE+ Short Reach + Energy Detect			
3.3.9	Supporting switching layer	L3 Support required			
3.3.10	VLAN support	Port-based and 801.1Q VLAN Support (128+ VLANs)  Management VLAN Guest VLAN support Dynamic VLAN assignment via Radius server with 802.1x client authentication			
3.3.11	Switching capacity	50 Gbps or Above			
3.3.12	Forwarding rate	38 Mpps or Above			
3.3.13	I/O Ports	Minimum 04 x SFP fiber 1000/10000 Mbps ports Minimum 16 x 10/100/1000Mbps Auto MDI/MDI-X RJ-45 ports POE+			
3.3.14	L3 features support	IPv4 and IPv6 Support Static routing  RIP (v1, v2)  IPv4 and IPv6 Routing			
3.3.15	Other features	NTP Support Other (Specify)			
3.3.16	Mac address	8K or higher			
3.3.17	Security	Access control list (L2 / L3) Port Security Other (Specify)			
3.3.18	Link aggregation	IEEE 802.3ad LACP, up to 4 groups with up to 8 ports per group			
3.3.19	Switch management	SSH, SNMP v1/v2/v3 & Web Interface, Remote Monitoring (RMON)			
3.3.20	Storm control	Broadcast, flooding, and multicast			
3.3.21	Spanning tree	IEEE 802.1d Spanning Tree, IEEE 802.1s Multiple Spanning Tree, IEEE 802.1w Rapid Spanning Tree			

3.3.22	Port mirroring	Required (Specify)		
3.3.23	Reliability (MTBF)	50 Years or better		
3.3.24	Other management	SSH, DHCP client, system log,		
		configuration unload and backup via		
		HTTP or TFTP		
3.3.25	Highly availability	Stackable, Active/Standby		
3.3.26	Standards	IEEE 802 (Specify)		
3.3.27	Certifications	FCC Part 15 Class A		
		EN 55022 Class A		
		Class A EN 55022		
		Other (Specify)		
3.3.28	Accessories	Console cable		
0.0.20	110005501105	Rack mountable Installation kit		
3.3.29	Enclosure	(specify)		
0.0.2	dimension	(openy)		
	(L x W x H)			
3.3.30	Operating	(specify)		
	temperature			
3.3.31	Weight	(Specify)		
3.3.32	Power supply	Must be internal. No external power		
	11 2	transformers		
3.3.33	Power consumption	(Specify)		
3.3.34	Install and	The Technical team should install		
	Configuration	and configure the Core Ethernet		
		Switch as per the purchasers'		
		request and to other systems		
		simultaneously.		
		The equipment installation process		
		should collaborate with other (UPS		
		and IT accessories) equipment		
		installations.		
3.3.35	User training	Required		
3.3.36	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
3.3.37	Compliance	Standard compliance certificate to		
		be provided from a suitably		
2.2.20	7	qualified third party authority.		
3.3.38	Product experience	Core Ethernet Switch brand shall be		
		produced under the same brand for		
2 2 20	W.	at least for last 5 years.		
3.3.39	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty		
		for unit, inclusive of replacement of all defective parts free of charge.		
		an defective parts free of charge.		

Item 3.4: 9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels

Item				Bidder's Offer		
Lot No	Item	Minimum Specification		If "No"	Reference (Section	
110	Item	William Specification	Yes/ No	Bidder's	No. and	
				Response	Page No's)	
3.4.1	Brand	(Specify)				
3.4.2	Model	(Specify)				
3.4.3	Country of Origin /	(Specify)				
	Manufacture					
3.4.4	Year of manufacture	(Specify)				
3.4.5	Туре	Wall Mount Rack Enclosure Cabinet				
		with Door & Side Panels				
3.4.6	Rack Cooling	Minimum four (4) Cooling fans should				
	Rack Cooming	be installed or higher				
3.4.7	Cable Exits	Should have bottom cable Exits				
3.4.8	Power Strip	4 Total outlets (2 Rear / 2 Front)				
		Power Strip for 19" vertical mounting.				
		<b>4 -13 Amp</b> plug with surge protector				
3.4.9	Static / Stationary	200 lb or higher				
	Weight Capacity					
3.4.10	Rack Height	9U				
3.4.11	Rack Width	19" equipment mounting Cabinet				
3.4.12	Dimension of rack	Width – Minimum 23.6"				
	$(W \times H \times D)$	Height – Minimum 19.9"				
		Depth – Minimum 17.8"				
3.4.13	Accessories	Wall mount kit				
		Wall mount cabinet parts				
		Installation guide				
3.4.14	Operating temperature	(specify)				
3.4.15	Weight	(Specify)				
3.4.16	Power consumption	(Specify)				
3.4.17	Install and	The Technical team should install and				
	Configuration	configure the 9U Wall Mount Rack				
		Enclosure Cabinet as per the				
		purchasers' request and to other				
		systems simultaneously.				
		The equipment installation process				
		should collaborate with other (UPS and				
2.4.10	C I	IT accessories) equipment installations.				
3.4.18	Compliance	Standard compliance certificate to be				
		provided from a suitably qualified third				
2 / 10	Product averaging	party authority.  9U Wall Mount Rack Enclosure				
3.4.19	Product experience					
		Cabinet brand shall be produced under the same brand for at least for last 5				
3.4.20	Warranty	years.  3 years comprehensive on-site				
3.4.20	vv arranty	manufacturer authorized warranty for				
		unit, inclusive of replacement of all				
		defective parts free of charge.				
		detective parts free of charge.			l	

**Item 3.5: Local Area Networking** 

Item Lot No	. Local file a feet		Bidde	r's Offer	Technical Reference
140	Item	Minimum Specification	Yes/ No	If "No" Bidder's Response	(Section No. and Page No's)
	Cables and patch cords				
3.5.1	Brand	(Specify)			
3.5.2	Model	(Specify)			
3.5.3	Country of Origin / Manufacture	(Specify)			
3.5.4	Year of manufacture	(Specify)			
3.5.5	Type	High Quality Cat 6 (Full copper)			
3.5.6	Insulation	(Specify)			
3.5.7	Jacket	(Specify)			
3.5.8	Patch cord length	3 meter			
3.5.9	Color code for	Black /Blue (2 <sup>nd</sup> Floor)			
	network cables and	Grey / Orange (9 <sup>th</sup> Floor)			
	patch cords	Yellow / Green (10 <sup>th</sup> Floor)	4		
		d floor to 2 <sup>nd</sup> floor east wing ,9 <sup>th</sup> an	d 10 <sup>th</sup> floors)		
3.5.10	Brand	(Specify)			
3.5.11	Model	(Specify)			
3.5.12	Country of Origin / Manufacture	(Specify)			
3.5.13	Year of manufacture	(Specify)			
3.5.14	Туре	Indoor Armored Fiber Single Mode Optic Cable			
3.5.15	Insulation	(Specify)			
3.5.16	Jacket	(Specify)			
3.5.17	Cable pair	12 Fiber Armored Fiber Single mode optic cable			
3.5.18	Features / Applications	Installed in ducts, underground conduits, aerial/lashed or direct buried Inter building data communication backbones Flexible and Easy to Handle			
3.5.19	Cable laying	Laying of UTP Cables and Armored fiber optic cable enclosed in PVC Casing / Conduits and Miscellaneous materials from Rack to User end			
Patch pan	el				
3.5.20	Brand	(Specify)			
3.5.21	Model	(Specify)			
3.5.22	Country of Origin / Manufacture	(Specify)			
3.5.23	Year of manufacture	(Specify)			

3.5.24	Туре	Cat 6 UTP patch panel with	
	1770	LED indicators and dust proof	
		gate for each port	
3.5.25	Port	24 Ports	
3.5.26	Height	1 U	
Cable Ma	<u> </u>	10	
3.5.27	Brand	(Specify)	
3.5.28	Model		
		(Specify)	
3.5.29	Туре	1U Rack Mount Horizontal	
2.5.20	34	Front Cable management	
3.5.30	Material	(Specify)	
3.5.31	Rail Openings	12 or higher	
	e and Keystone		
3.5.32	Brand	(Specify)	
3.5.33	Model	(Specify)	
3.5.34	Country of Origin /	(Specify)	
	Manufacture		
3.5.35	Type	Single Face Plate	
		Cat 6 Keystone	
3.5.36	Material	(Specify)	
3.5.37	Color	(Specify)	
Terminati	on, Labeling, Testing o	of a UTP Network Node Cabling, WAP and Network Equipment	
Installatio			
3.5.38	Installation	The Cables shall be properly laid	
	Guidelines	through the trunks and ducts.	
		The Cables with conduits and	
		casing shall be clipped to the	
		concrete slab and shall not be	
		laid on top of the ceiling.	
		Network nodes should be	
		terminated on patch panels.	
		The cables have to be laid from	
		the patch panel to the keystones.	
		The access point shall be	
		connected to the keystones.	
		Installation of network cables	
		shall not be closer to power	
		cables and water lines.	
		Installation of cables shall be	
		free of tension at both ends.	
		The cables shall be tied up	
		loosely together with sufficient	
		distance.	
		WAPs should be properly wall /	
		ceiling mounted.	
		All network equipment shall be	
		mounted on the rack in a proper	
2.5.20	Install and	order. The equipment installation	
3.5.39	Install and	The equipment installation	
	Configuration	process should collaborate with	
		other (UPS and IT accessories)	
		equipment installations.	

3.5.40	Warranty	3 years comprehensive on-site		
		manufacturers authorized		
		warranty, inclusive of		
		replacement of all defective		
		parts free of charge for the		
		above mention all items.		
3.5.41	Inspections and Tests	Structured cable test report		
		should be prepared for each		
		individual floor wings. The		
		report should cover all cable		
		points from the rack to the end		
		user point.		
		Wireless Access Point coverage		
		and signal strength test report		
		should be prepared for each		
		individual floor wings.		
		If the supplier identifies requires		
		additional equipment other than		
		the requested amount network		
		equipment's, supplier should		
		submit a report with		
		justifications to the purchaser.		
		A drawing of the locations		
		comprising of the final access		
		points installed should be		
		submitted to the heads of the		
		respective divisions of the		
		purchaser		
		The final network equipment		
		configuration report and backup		
		settings should be submitted to		
		the purchaser		
		A satisfactory report should be		
		given by the supplier after		
		inspecting the passive network.		

**Item 3.6: Firewall Unit** 

Item			Bidder <sup>3</sup>	's Offer	Technical
Lot No	Item		Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
3.6.1	Brand	(Specify)			
3.6.2	Model	(Specify)			
3.6.3	Country of origin	(Specify)			
3.6.4	Country of Origin / Manufacture	(Specify)			
3.6.5	Year of manufacture	(Specify)			
3.6.6	Form factor	Rack Mountable			
3.6.7	Firewall throughput	2 Gbps or higher			
3.6.8	IPS throughput	1 Gbps or higher			
3.6.9	Users or nodes	250 or higher.			
3.6.10	IPsec VPN peers	500 or better			
3.6.11	Concurrent sessions	100,000 or higher.			
3.6.12	New connections per second	5,000 or higher			
3.6.13	VPN	IPSec VPN			
		SSL VPN			
3.6.14	VLAN interfaces	Required			
3.6.15	VLAN support	802.1Q VLAN Support			
3.6.16	Highly availability	HA Active / Passive			
		Configuration & Session			
		Synchronization			
3.6.17	IP address	Static			
	assignment	PPoE client			
		DHCP Server, Client, Relay			
		Dynamic DNS client			
3.6.18	Routing protocols	Dynamic Routing			
		• BGP			
		• OSPF			
		• RIP v1, v2			
		Static routes			
		Policy based routing			
		Multicast Support			
3.6.19	NAT	Static NAT (Port forwarding)			
		Dynamic NAT			
		One to One NAT			
		Policy Based NAT			
		IPsec NAT Traversal			
3.6.20	Networking	Port Independence			
		VLAN (Bridging, Tagging,			
		Routed mode)			
		Multi-WAN and Server load			
		Balancing			
		VoIP and Video			
		Conferencing Support			

3.6.21	Traffic control	Traffic Shaping		
		QoS Support		
		Bandwidth priority		
		Differentiated services		
		Modified Strict Queuing		
3.6.22	Bandwidth	User / Group / Application		
	management	based bandwidth policies		
3.6.23	IDS/IPS	IDS support		
		IPS support (optional)		
3.6.24	IPv6 support	Comprehensive security over		
3.0.24	ii vo support	IPv6 (Routing and policing)		
3.6.25	Indicators	Management System Alert		
3.0.25	(Alarm /	Port Status		
	Notification)	1 of Satus		
3.6.26	Interfaces	8 x 1Gbps Ethernet Ports or		
		higher		
		1 x Console Ports (RJ45) or		
		higher		
3.6.27	Security	Antivirus		
	subscriptions / Threat	URL filtering		
	protection	Threat Prevention		
		Other (specify)		
3.6.28	Administration &	Web-based configuration		
	system management	wizard		
	, ,	Role-based access control		
		Support of API		
		Firmware Upgrades via Web		
		UI		
		Web 2.0 compliant UI		
		(HTTPS)		
		Command Line Interface		
		(Serial, SSH, Telnet)		
3.6.29	Logging/Reporting	Graphical real-time and		
		historical Monitoring		
		Syslog support		
		Log Viewer		
		HTML and PDF reports		
3.6.30	Certifications	Common Criteria - EAL4+		
		ICSA Firewall		
		Checkmark Certification		
		Other (Specify)		
3.6.31	Software and security	Antivirus		
	subscription licenses	URL filtering		
	for 3 years	Threat Prevention		
		Other (specify)		
3.6.32	Power supply	100~240V, 50/60Hz Power		
		Supply		
3.6.33	Dual power supply	Required		
3.6.34	Power consumption	(Specify)		
3.6.35	Dimension (WxDxH)	(Specify)		
3.6.36	Weight	(Specify)		

3.6.37	Install and	The Technical team should	
	Configuration	install and configure the	
		Firewall Unit as per the	
		purchasers' request and to	
		other systems	
		simultaneously.	
		The equipment installation	
		process should collaborate	
		with other (UPS and IT	
		accessories) equipment	
		installations.	
3.6.38	User training	Required	
3.6.39	Manufactured	Manufacture authorization	
	authorization	letter shall be provided.	
3.6.40	Product experience	Firewall Unit shall be	
		produced under the same	
		brand for at least for last 5	
		years	
3.6.41	Warranty	3 years comprehensive on-	
		site manufacturer authorized	
		warranty, inclusive of	
		replacement of all defective	
		parts free of charge.	

**Item 3.7: Access Ethernet Switch** 

Item Lot	Item	Minimum Specification	Bidders C	Compliance	Technical Reference (Section No. and Page No's)
No			Yes/ No	If "No" Bidder's Response	
3.7.1	Brand	(Specify)			
3.7.2	Model	(Specify)			
3.7.3	Country of Origin /	(Specify)			
	Manufacture				
3.7.4	Year of manufacture	(Specify)			
3.7.5	Туре	1U - Rack Mountable			
3.7.6	Status LEDs	System, Link/Act			
3.7.7	Supporting switching layer	L2 Support required			
3.7.8	Switching capacity	32 Gbps or better			
3.7.9	Forwarding rate	24 Mpps or higher			
3.7.10	VLAN support	Port-based and 801.1Q VLAN			
		Support (128+ VLANs)			
		Management VLAN			
		Guest VLAN support			
		Dynamic VLAN assignment via			
		Radius server with 802.1x client			
		authentication			
3.7.11	I/O Ports	Minimum 02 x SFP fiber			
		1000/10000 Mbps ports			
		Minimum 12 x 10/100/1000Mbps			
		Auto MDI/MDI-X RJ-45 ports			
		POE+			
3.7.12	L3 features support	IPv4 and IPv6 Support			
3.7.13	Other features	Plug-and-play installation			
		Full/half-duplex support			
		Flow control			
		Other (specify)			
3.7.14	Mac address	8K or higher			
3.7.15	Security	Access control list (L2 / L3)			
	,	Port Security			
		Other (Specify)			
3.7.16	Switch management	SSH, SNMP v1/v2/v3 & Web			
3.7.10	5 witch management	Interface, Remote Monitoring			
		(RMON), DHCP client, system			
		log, configuration unload and			
		backup via HTTP or TFTP			
3.7.17	Port mirroring	Required			
3.7.18	Reliability (MTBF)	50 Years or better			
3.7.19	Highly availability	Stackable, Active/Standby		1	
3.7.20	Standards	IEEE 802 (Specify)			
3.7.21	Certifications	FCC Part 15 Class A			
		EN 55022 Class A			
		Class A EN 55022			

		Other (Specify)		
3.7.22	Accessories	Console cable		
		Rack mountable Installation kit		
3.7.23	Enclosure dimension (L x W x H)	(specify)		
3.7.24	Operating temperature	(specify)		
3.7.25	Weight	(Specify)		
3.7.26	Power supply	Must be internal. No external		
		power transformers		
3.7.27	Power consumption	(Specify)		
3.7.28	Install and	The Technical team should install		
	Configuration	and configure the Access Ethernet		
		Switch as per the purchasers'		
		request and to other systems		
		simultaneously.		
		The equipment installation process		
		should collaborate with other (UPS		
		and IT accessories) equipment		
		installations.		
3.7.29	User training	Required		
3.7.30	Manufactured	Manufacturer authorization letter		
	authorization	shall be provided.		
3.7.31	Product experience	Access Ethernet Switch brand shall		
		be produced under the same brand		
		for at least for last 5 years.		
3.7.32	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty		
		for unit, inclusive of replacement		
		of all defective parts free of		
		charge.		

**Item 3.8: Wireless PCI Express Adapter** 

Item	Item	Minimum Specification	Bidder	r's Offer	Technical
Lot No			Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
3.8.1	Brand	(Specify)			
3.8.2	Model	(Specify)			
3.8.3	Country of Origin / Manufacture	(Specify)			
3.8.4	Year of Manufacture	(Specify)			
3.8.5	Туре	PCI Express Card			
3.8.6	Interface	PCI-E			
3.8.7	Transfer speed	300 Mbps or higher			
3.8.8	Antenna	2.2 dbi Two (2) external dipole antennas or higher			
3.8.9	Wireless frequency	2.4 GHz			
		5 GHz			
3.8.10	Wireless modes	Ad-Hoc and Infrastructure mode			
3.8.11	Wireless standards	IEEE 802.11 ac/n/g/b			
3.8.12	Data security	64/128-bit WEP			
		WPA/WPA2			
		WPA-PSK/ WPA2-PSK			
		802.1x			
3.8.13	LED indicator	Activity			
		Link			
3.8.14	Transmission	Indoor minimum 100 m			
	distance	Outdoor minimum 100 m			
3.8.15	Modulation	BPSK, QPSK, CCK, OFDM ,16- QAM/ 64-QAM			
3.8.16	Compatible operating systems	Shall be compatible with Microsoft Windows Family (7/8.1/10 (32 & 64 Bit)), Ubuntu / Linux, Mac OS			
3.8.17	Certificates	CE			
		FCC			
		Wi-Fi Certified			
		RoHS			
3.8.18	Operating temperature	32° - 104° F (0° - 40° C)			
3.8.19	Operating humidity	10-90% Non-condensing			
3.8.20	Install and Configuration	The Technical team should install and configure the Wireless PCI Express Adapter as per the purchasers' request and to other systems simultaneously.			
		The equipment installation process should collaborate with other (UPS and IT accessories)			

		equipment installations.		
3.8.21	User training	Required		
3.8.22	Manufactured	Manufacturer authorization letter		
	authorization	shall be provided.		
3.8.23	Product experience	Wireless PCI Express Adapter		
		brand shall be produced under the		
		same brand for at least for last 5		
		years.		
3.8.24	Warranty	3 years comprehensive on-site		
		manufacturer authorized		
		warranty, inclusive of		
		replacement of all defective parts		
		free of charge.		

Item 3.9: Dual-Band Wireless USB Adapter

Item	Item	Minimum Specification	Bidder	's Offer	Technical
Lot No			Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
3.9.1	Brand	(Specify)			
3.9.2	Model	(Specify)			
3.9.3	Country of Origin / Manufacture	(Specify)			
3.9.4	Year of Manufacture	(Specify)			
3.9.5	Туре	Dual-Band Wireless USB Adapter			
3.9.6	Interface	USB 2.0			
3.9.7	Transfer speed	300 Mbps or higher			
3.9.8	Antenna	2.2 dbi Two (2) Internal antennas and One (1) External Dipole antenna or higher			
3.9.9	Wireless frequency	2.4 GHz 5 GHz			
3.9.10	Wireless standards	IEEE 802.11 ac/n/g/b			
	Data security	64/128-bit WEP WPA/WPA2 WPA-PSK/ WPA2-PSK			
3.9.11	LED indicator	802.1x Activity			
2.0.12	T	Link			
3.9.12	Transmission distance	Indoor minimum 100 m Outdoor minimum 100 m			
3.9.13	Compatible operating systems	Shall be compatible with Microsoft Windows Family (7/8.1/10 (32 & 64 Bit)), Ubuntu / Linux			
3.9.14	Certificates	CE FCC Wi-Fi Certified			
		RoHS			
3.9.15	Operating temperature & humidity	32° - 104° F (0° - 40° C) 10-90% Non-condensing			
3.9.16	Install and Configuration	The Technical team should install and configure the Dual Band Wireless USB Adapter as per the purchasers' request and to other systems simultaneously.  The equipment installation process should collaborate with other (UPS and IT accessories) equipment installations.			
3.9.17	User training	Required			
3.9.18	Manufactured	Manufacturer authorization letter			

	authorization	shall be provided.		
3.9.19	Product experience	Dual band Wireless USB Adapter		
		brand shall be produced under the		
		same brand for at least for last 5		
		years.		
3.9.20	Warranty	3 years comprehensive on-site		
		manufacturer authorized		
		warranty, inclusive of		
		replacement of all defective parts		
		free of charge.		

### Lot No 04: Uninterruptible Power Supply Item 4.1: Centralized Online UPS - 20 kVA

Item	Item	Minimum Specification	Bidders C	Compliance	Technical
Lot No			Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
4.1.1	Brand	(Specify)			
4.1.2	Model	(Specify)			
4.1.3	Country of Origin / Manufacture	(Specify)			
4.1.4	Year of manufacture	(Specify)			
4.1.5	Туре	Centralized Online Tower UPS			
4.1.6	Voltage	Not less than 20000 VA – online			
4.1.7	Watts	Not less than 18000 W or better			
4.1.8	Phase	3 Phase in / 3 Phase out			
4.1.9	UPS Fail-Over Transfer Time	Zero (0)			
4.1.10	UPS Fail-Over	Auto			
	Transfer Mode				
	Input				
4.1.11	Nominal input voltage	3 x 400 V (3Ph+N)			
4.1.12	Input frequency	40 to 70 auto-sensing			
4.1.13	Input connections	Hard Wire 3 wire			
		(1 Phase + Neutral + Ground)			
		Hard Wire 5 wire			
		(3 Phase + Neutral + Ground)			
	Output				
4.1.14	Output supply	230 – 400 VAC (Configurable)			
	voltage				
4.1.15	Voltage regulation	±3 %			
4.1.16	Output frequency	50Hz			
4.1.17	Transfer time (AC mode to battery	Zero (0)			
	mode)				
4.1.18	Transfer time (Inverter to Bypass)	Zero (0)			
4.1.19	Output Wave Form	Sine Wave			
4.1.20	Output connections	Hard Wire 3 wire (1 Phase + Neutral + Ground)			
		Hard Wire 5 wire (3 Phase + Neutral + Ground)			
	Battery				
4.1.21	Battery	Maintenance free lead acid			
		battery			
4.1.22	Battery life time	5 years or higher			
4.1.23	Battery capacity	12V 9AH each battery or better			
4.1.24	Battery quantity	Not less than twenty (20) or better			
4.1.25	Recharge time	5 hours to 90% capacity			
4.1.26	Backup time	100 % load - Not less than Five			

		(5) minutes or high		
		50% load - Not less than ten (10)		
		minutes or high		
4.1.27	External Battery	Provisions for hardwire		
		connection of optional external		
		battery cabinets or DC source		
	Display Panel			
4.1.28	LCD status display	UPS Status		
		Load Level		
		Battery Level		
		Input/output Voltage		
		Fault Conditions		
4.1.29	Operator buttons	UPS ON/OFF		
	(keys)	Software menu selection		
4.1.30	LED indicator	Normal input		
		Normal Output		
		Fault		
4.1.31	Alarm	Battery mode		
		Battery low		
		Overload		
		General error		
4.1.32	Protection (Inbuilt)	Over voltage protection		
		Lightning		
		Short circuit and surge protection		
4.1.33	In-built interfaces	Serial (RJ-45)		
		USB		
4.1.34	Management	(Specify)		
	software			
4.1.35	OSD language	English		
4.1.36	Noise Level	Less than 60 dB		
4.1.37	Compatible operating	Shall be compatible with Mac		
	systems	OS, Microsoft Windows Family		
		(7/8.1/10 (32 & 64 Bit)), Ubuntu /		
		Linux		
4.1.38	Accessories	User manual		
		Software CD		
		Required hardware kit for mount		
		the UPS		
4.1.39	Product certifications	ISO 9001		
	and standards	FCC Class B		
		EN 62040-2		
		CE		
		Other (Specify)		
4.1.40	Enclosure dimension (L x W x H)	(Specify)		
4.1.41	Weight	(Specify)		
7.1.41	W Cigiit	(Specify)		

4.1.42	Install and	The Technical team should install		
	Configuration	and configure the Centralized		
		Online UPS as per the purchasers'		
		request and to other systems		
		simultaneously.		
		The equipment installation		
		process should collaborate with		
		other (WLAN and IT accessories)		
		equipment installations.		
4.1.43	User training	Required		
4.1.44	Manufactured	Manufacture authorization letter		
	authorization	shall be provided.		
4.1.45	Compliance	Standard compliance certificate to		
		be provided from a suitably		
		qualified third party authority.		
4.1.46	Product experience	Centralized Online UPS brand		
		shall be produced under the same		
		brand for at least for last 5 years.		
4.1.47	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty		
		for unit & battery, inclusive of		
		replacement of all defective parts		
		free of charge.		

Item 4.2: Online UPS 1.5 kVA

Item	Item	Minimum Specification	Bidders (	Compliance	Technical
Lot No 4.2.1	Brand	(Specify)	Yes/ No	If "No" Bidder's Response	Reference (Section No. and Page No's)
4.2.2	Model	(Specify)			
4.2.3	Country of Origin / Manufacture	(Specify)			
4.2.4	Year of manufacture	(Specify)			
4.2.5	Type	1U - Rack Mountable			
4.2.6	Voltage	Not less than 1500 VA - online			
4.2.7	Watts	Not less than 1300 W or better			
4.2.8	Phase	Single Phase			
	Input				
4.2.9	Nominal input voltage	AC 100 - 240V			
4.2.10	Input frequency	50Hz – 60Hz automatic detection			
4.2.11	Input connections	IEC 320 C14			
	Output				
4.2.12	Output supply voltage	200 – 230 VAC (Configurable)			
4.2.13	Voltage regulation	±1% (Battery mode)			
4.2.14	Output frequency	50Hz			
4.2.15	Transfer time (AC mode to battery mode)	Below 2ms typical			
4.2.16	Output connections <b>Battery</b>	Three (3) Battery backup IEC 320 C13			
4.2.17	Battery	Maintenance free lead acid battery			
4.2.18	Battery capacity	12V 9AH each battery or better			
4.2.19	Battery quantity	Not less than three (3) or better			
4.2.20	Recharge time	4 hours to 90% capacity			
4.2.21	Backup time	100 % load - Not less than Five (5) minutes or high 50% load - Not less than ten (10) minutes or high			
	Display Panel				
4.2.22	LCD status display	UPS Status Load Level			
		Battery Level Input/output Voltage			
4.2.22	0	Fault Conditions			
4.2.23	Operator buttons (keys)	UPS ON/OFF			
4.2.24		Software menu selection			
4.2.24	LED indicator	Normal input			
		Normal Output			
4.2.25	Alarm	Fault Rattery mode			
4.2.23	Alami	Battery mode			

		Battery low		
		Overload		
		General error		
4.2.26	Protection (Inbuilt)	Over voltage protection		
		Lightning		
4.2.27	In-built interfaces	Short circuit and surge protection RS-232		
4.2.27	in-built interfaces			
		Serial (RJ-45)		
		USB		
4.2.20	C - 11 4	Smart slot		
4.2.28	Cord length	1.8 meters or better		
4.2.29	Management software	(Specify)		
4.2.30	OSD language	English		
4.2.31	Compatible operating	Shall be compatible with Mac OS,		
	systems	Microsoft Windows Family (7/8.1/10 (32		
		& 64 Bit)), Ubuntu / Linux		
4.2.32	Accessories	User manual		
		Software CD		
		Rack Handles w/ mounting hardware		
		IEC 320 C13 output cables		
		IEC 320 C14 input cord		
4.2.33	Product certifications	ISO 9001		
	and standards	FCC Class B		
		EN 62040-2		
		CE		
		Other (Specify)		
4.2.34	Enclosure dimension	(Specify)		
	$(L \times W \times H)$			
4.2.35	Weight	(Specify)		
4.2.36	Install and	The Technical team should install and		
	Configuration	configure the Online UPS as per the		
		purchasers' request and to other systems		
		simultaneously.		
		The equipment installation process should		
		collaborate with other (WLAN and IT		
		accessories) equipment installations.		
4.2.37	Manufactured	Manufacture authorization letter shall be		
	authorization	provided.		
4.2.38	Compliance	Standard compliance certificate to be		
		provided from a suitably qualified third		
		party authority.		
4.2.39	Product experience	Online UPS shall be produced under the	 	
		same brand for at least for last 5 years.		
4.2.40	Warranty	3 years comprehensive on-site		
		manufacturer authorized warranty for unit		
		& battery, inclusive of replacement of all		
		defective parts free of charge.		

# 4. Drawings

These Bidding Documents includes following drawings.

List of Drawings		
Drawing No	<b>Drawing Name</b>	Purpose
Figure - 01	2nd Floor, East Wing	Figure - 01 provides the network equipment, power wiring of the floor and the access points.
Figure - 02	2nd Floor, West Wing	Figure - 02 provides the access points, additional network points and network room facilities.  The laying of power cables and fiber cables.
Figure - 03	9th Floor, East Wing	Network and additional access point locations are mentioned.
Figure - 04	10th Floor, West Wing	Network and additional access point locations are mentioned.
Figure - 05	High level Network Diagram	Total network architectural view.

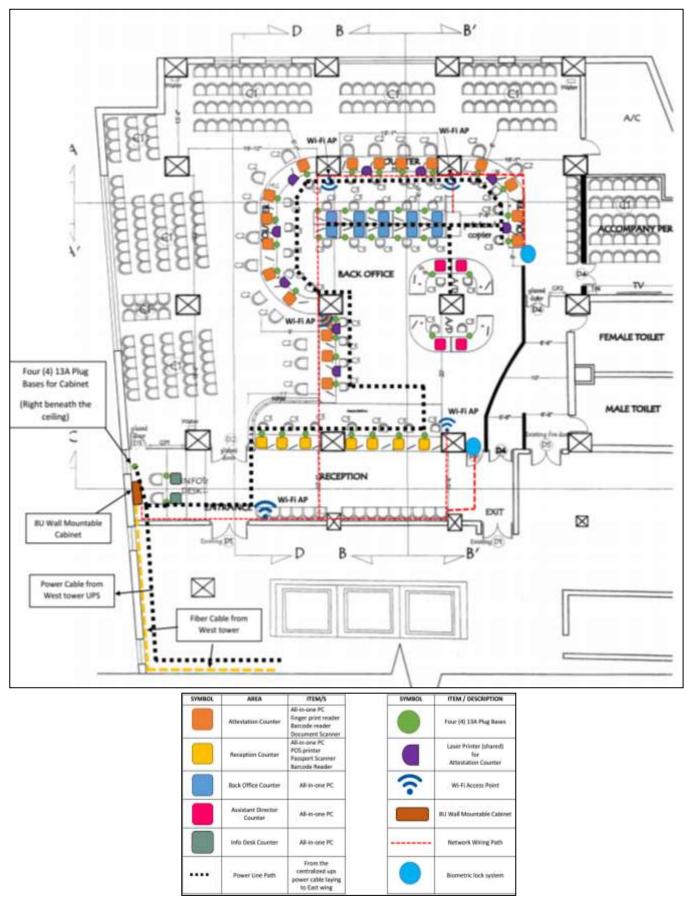


Figure 01 – 2<sup>nd</sup> Floor, East Wing

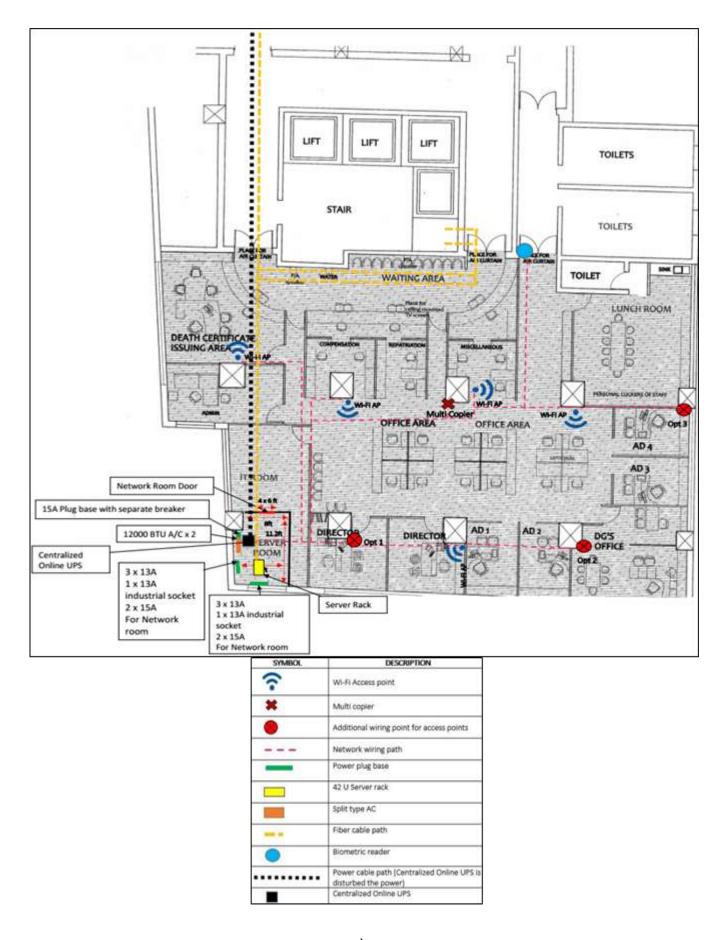
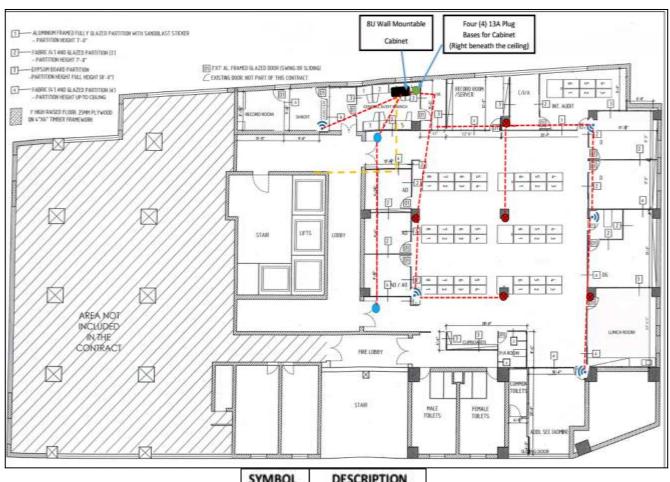


Figure  $02 - 2^{nd}$  Floor, West Wing



SYMBOL	DESCRIPTION
	8U Wall Mountable Cabinet
(1-	Wi-Fi Access Point
	Four (4) 13A Plug Bases
8	Additional Wiring Point
	Fibre Cable Path
	Network Wiring Path
	Fingerprint reader

Figure 03 – 9<sup>th</sup> Floor, East Wing

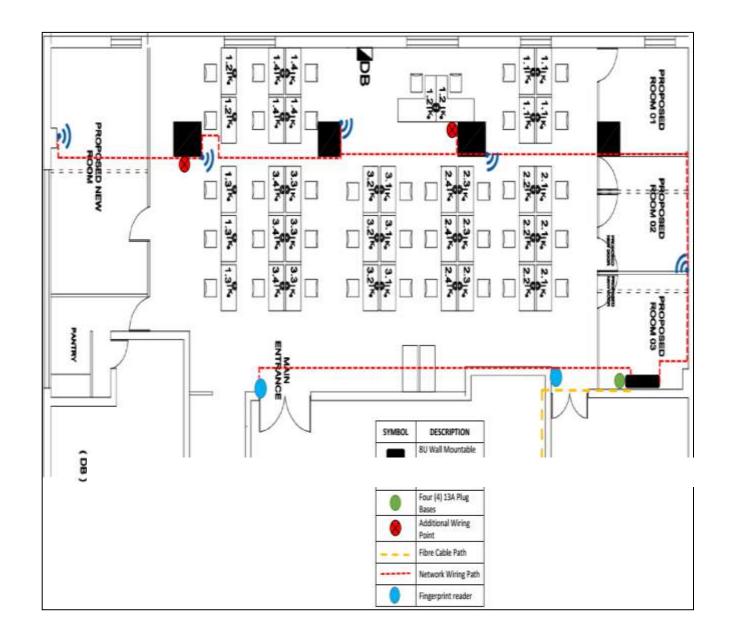


Figure 04 – 10<sup>th</sup> Floor, West Wing

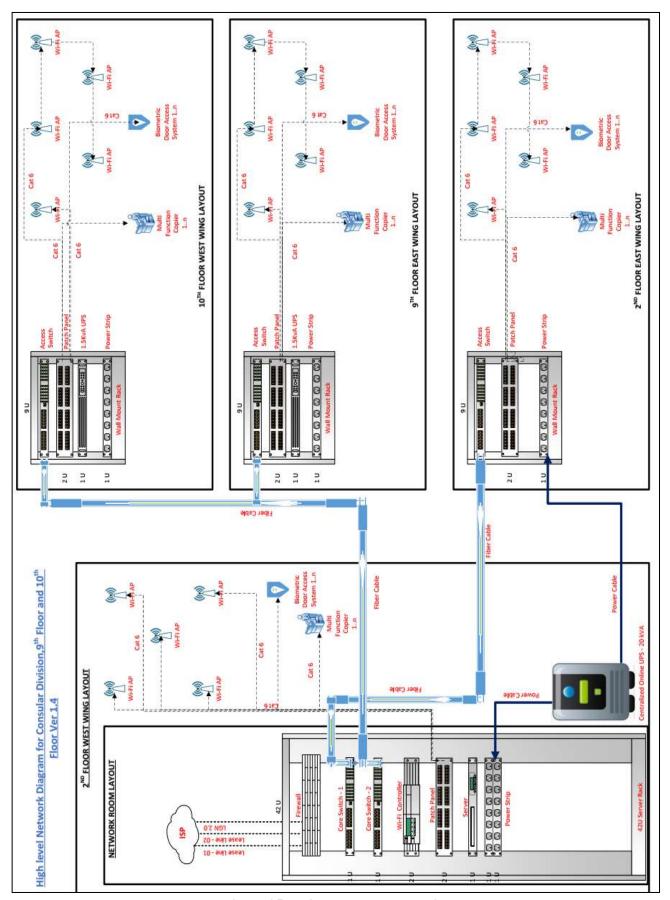


Figure 05 – High level Network Diagram

### **Section VI Conditions of Contract**

#### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
  - (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (d) "Day" means calendar day.
  - (e) "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.
  - (f) "CC" means the Conditions of Contract.
  - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
  - (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is

named as such in the Contract Agreement.

(l) "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:

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

#### 4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

#### 4.2 Entire Agreement

The Contract constitutes the entire agreement between the 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. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is 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. Settlement of Disputes

- 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
  - (a) 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.
  - (b) 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.
  - (c) 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:
  - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the 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.

### 31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the 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 32.1 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:
  - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) 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

- (a) 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:
  - (i) 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;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) 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.
- (b) 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.

(a) 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.

- (a) 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.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

# a. 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**

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(h)	The Purchaser is: Information and Communication Technology Agency of Sri	
CC 1.1 (l)	Lanka  The Project Site(s)/Final Destination(s) are: The Ministry of Foreign Affairs, Colombo 01, Sri Lanka.	
CC 8.1	For <u>notices</u> , the Purchaser's address shall be:  Attention: Director-Procurement & Head –Administration Address: Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 05.  Telephone: 2369099,2369100	
	Facsimile number: 2369091 Electronic mail address: procurement@icta.lk	
CC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.	
	a. <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within Fourteen (14) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents. Format of the Advance Payment Bank Guarantee is given in Section VIII- Contract Forms.	
	b. <b>On Delivery:</b> to a maximum of Eighty (80) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified below and subject to Inspections, and Documentation specified in the Schedule of Requirements.	
	(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;	
	(ii) Warranty Certificate.	
	(iii) Delivery note or confirmation of receipt of goods with 01 Copy confirming items delivered and installed.	
	(iii) Acceptance certificate certifying that the Goods delivered and installed are in good condition and good order issued by Purchaser or nominated and authorized person by the Purchaser.	

	<ul> <li>c. On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery and completeness of installations issued by the Purchaser.</li> <li>In case, if the Supplier has not claimed an advance payment, as per above (a) the amount specified in the above (c) will be 20% of the total contract price.</li> </ul>
CC 17.1	A Performance Security shall be an amount equal to ten (10) percentage of the contract price. The performance security of the joint venture shall be in the names of the joint venture partners. Performance Security shall be submitted within 7 days of the date of the notification of award from the purchaser and it shall be valid up to 20 days after the date of completion of supplier's contract performance obligations including maintenance and providing support obligations.  The performance security will be released only upon satisfactory completion of the 36 months final acceptance of product and solution.
CC 17.3	Format of the Performance Security is given in the Section VIII
CC 25.1	All items and specifications provided in the Section V of the bidding document.
CC 26.1	The liquidated damage shall be 5% of the contract price per week or part of week thereof. The maximum amount of liquidated damages shall be ten percent (10 %) of the total contract price.
CC 27.3	Onsite comprehensive Warranty period shall be:  03 years from the date of acceptance of supply, delivery, installation, networking of goods/software at the Consular Division of the Ministry of Foreign Affairs.  The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out verification in accordance with SCC 3, In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months for the respective good.  For purposes of the Onsite Comprehensive Warranty, the place(s) of final destination(s) shall be the sites specified in Section v.  The charges with regard to the supply of materials, labour, travel, per diem and accommodation to supplier's staff etc; shall be borne by the supplier during the period of warranty.  Client shall not pay any additional expenditure for services rendered during the above period.

#### CC 27.5

Supplier shall not pay any additional expenditure for services rendered during the maintenance period.

- (A)The Supplier MUST maintain stocks of spare parts for repairs and replacements for the duration of the warranty service period.
- (B) The Supplier MUST make qualified personnel available to the Purchaser by telephone, email or web access for the reporting and resolution of the problems with Hardware and Software during warranty period.
- (C) The Supplier MUST provide maintenance and support services 24 hours per day/ 7 days per week.
- (D) (i) The supplier shall adhere to the Incident classification and resolution times for **Computers**, **Accessories**, **Scanners and Printers** as given below;

Severity Level: **High** 

Description: Major system(s) down; no work-around exists. Business stopped.

Impact: All users

Resolution Time: 01 hour Time to Fix: 04 hours

Severity Level: Medium

Description: Major system(s) down; work-around exists. Business interrupted.

Impact: More than one user Resolution Time: 02 hours Time to Fix: 08 hours

Severity Level: Low

Description: Workstation issues; work-around exists. End-user workflow interrupted.

Impact: Single user Resolution Time: 04 hours Time to Fix: 10 hours

(ii)The supplier shall adhere to the Incident classification and resolution times for **Wireless Networking, Security and Uninterruptible Power Supply** as given below;

Severity Level: **High** 

Description: Major system(s) down; no work-around exists. Business stopped.

Impact: All users

Resolution Time: 1/2 hour Time to Fix: 04 hours

Severity Level: Medium

Description: Major system(s) down; work-around exists. Business interrupted.

Impact: More than one user Resolution Time: 02 hours Time to Fix: 08 hours

Severity Level: Low

Description: Workstation issues; work-around exists. End-user workflow interrupted.

Impact: Single user Resolution Time: 04 hours Time to Fix: 10 hours

(E) For each new component installed to the total system, the supplier is required to train the nominated personnel by the purchaser to enable them to effectively operate the total system.

### **Section VIII. Contract Forms**

### **Table of Forms**

- 1. Contract Agreement
- 2. Performance Security
- 3. Advance Payment Bank Guarantee

### **Contract Agreement**

#### THIS CONTRACT AGREEMENT is made

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

#### **BETWEEN**

- [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of ............... or corporation and having its principal place of business at [ insert address of Purchaser ] (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain products and ancillary services, viz., [insert brief description of products and Services] and has accepted a Bid by the Supplier 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 Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Functional Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [Add here any other document(s)]
- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the 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 Supplier 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 Supplier

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

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

in the presence of [ insert identification of official witness]

### **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 [reference number of the contract] dated with you, for the Supply of [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)]

### **Guarantee for Advance Payment**

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

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

ICB No. and title: [insert number and title of bidding process]

[issuing agency's letterhead]

**Beneficiary:** [insert legal name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, [insert legal name and address of issuing agency], have been informed that [insert complete name and address of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)] in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account [insert number and domicile of the account]

This Guarantee shall remain valid and in full effect from the	date of the advance payment
received by the Supplier under the Contract until [insert date	<sup>2</sup> J

[signature(s) of authorized representative(s) of the issuing agency]

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<sup>&</sup>lt;sup>1</sup> The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>&</sup>lt;sup>2</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."