



## **BIDDING DOCUMENT**

**National Competitive Bidding (NCB)**

**Implementation of ICT Infrastructure and Secured Wi-Fi Network  
Connectivity Solution at the President Secretariat**

**ICTA/GOSL/GOODS/NCB/2016/56**

**SEPTEMBER 2016**



## **Information and Communication Technology Agency of Sri Lanka**

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

#### **Implementation of ICT Infrastructure and Secured Wi-Fi Network Connectivity Solution at the President Secretariat**

**ICTA/GOSL/GOODS/NCB/2016/56**

1. 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 implementation of ICT infrastructure and secured Wi-Fi Network Connectivity Solution at the President Secretariat.

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 the 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 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 free of charge during office hours on working days commencing from **September 14, 2016** at the office of ICTA at the above address. Telephone: 2369099, Facsimile: 2369091, email: [procurement@icta.lk](mailto:procurement@icta.lk). Bidding documents are also available on ICTA Website (<https://www.icta.lk/procurement/>) 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 Five Thousand (5,000.00) effective from **September 14, 2016** during office hours on working days from the office of the ICTA at 160/24, 2nd 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 September 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 October 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 Two Hundred Eighty Thousand (LKR 280,000.00).
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

September 13, 2016

## Section I. Instructions to Bidders (ITB)

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### 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, non-competitive 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.

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| <b>15 Currencies of Bid</b>   | 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.  |
| <b>16 Documents Establishing the Eligibility of the Bidder</b>                    | 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.   |
| <b>17 Documents Establishing the Conformity of the Goods and Related Services</b> | <p>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.</p> <p>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.</p> <p>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 <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> |
| <b>18 Documents Establishing the Qualifications of the Bidder</b>                 | <p>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:</p> <ul style="list-style-type: none"><li>(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;</li><li>(b) that, if <b>required in the BDS</b>, 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</li><li>(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</li></ul>  |

**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 Bids**
- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24 Late Bids**
- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25 Withdrawal, and Modification of Bids**
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” or “Modification;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26 Bid Opening**
- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security 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**

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| <b>27 Confidentiality</b>        | <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>28 Clarification of Bids</b>  | <p>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.</p>   |
| <b>29 Responsiveness of Bids</b> | <p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without</p>   |

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.
<b>36 Comparison of Bids</b>	36.1	The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
<b>37 Post qualification of the Bidder</b>	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.
<b>38 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	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.
<b>Award of Contract</b>		
<b>39 Award Criteria</b>	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.
<b>40 Purchaser's Right to Vary Quantities at Time of Award</b>	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.



- |                                 |   |
|---------------------------------|---|
| <b>41 Notification of Award</b> | <p>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.</p> <p>41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>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.</p>   |
| <b>42 Signing of Contract</b>   | <p>42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.</p> <p>42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.</p>  |
| <b>43 Performance Security</b>  | <p>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.</p> <p>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.</p> |

## 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	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: <b>Information and Communication Technology Agency of Sri Lanka</b>
<b>ITB 1.1</b>	<p>The name and identification number of the Contract are:</p> <p><b>Implementation of ICT Infrastructure and Secured Wi-Fi Network Connectivity Solution at the President Secretariat</b></p> <p>Contract Number: <b>ICTA/GOSL/GOODS/NCB/2016/56</b></p> <p><b>To qualify for evaluation, bidders are required to bid for 100% of the items and quantities specified for the President Secretariat. Partial bids shall be treated as non-responsive and shall be rejected.</b></p>
<b>ITB 2.1</b>	The source of funding is: Government of Sri Lanka (GoSL)
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p><b>Attention:</b> Director-Procurement &amp; Head-Administration <b>Address:</b>  Information and Communication Technology Agency of Sri Lanka,  160/24, Kirimandala Mawatha,  Colombo 5.  Telephone: 2369099 -100  Facsimile numbers is 2369091.  e-mail: <a href="mailto:procurement@icta.lk">procurement@icta.lk</a></p> <p>A pre-Bid meeting will be held: Yes</p> <p>Date : <b>September 26, 2016</b>  Time : <b>1400 hrs.</b></p> <p>Venue : Information and Communication Technology Agency of Sri Lanka, (2<sup>nd</sup> floor)  160/24, Kirimandala Mawatha, Colombo 5.</p> <p>Clarifications may be requested <b>not later than 07 days</b> before the deadline for submission of bids.</p>

	<b>C. Preparation of Bids</b>		
<b>ITB 13.1</b>	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.		
<b>ITB 14.3</b>	<b>The bidder may quote following minimum quantities:</b>		
	<b>Location 01 – President Secretariat</b>		
	<b>Item No.</b>	<b>Description of Item</b>	<b>Quantity /Units</b>
	1.1	Wireless Access Point Controller	1
	1.2	Wireless Access Point	36
	1.3	Core Ethernet Switch – 24 Port	1
	1.4	Access Ethernet Switch – 48 Port	1
	1.5	Access Ethernet Switch – 24 Port	10
	1.6	Firewall Unit	1
	1.7	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	4
	1.7	Biometric (Fingerprint) Access Control System with Magnetic Door Lock Kit	1
	1.8	<b>Cable and Cable Management</b>	
		Patch Cord - Cat 6	312 nos.
		Patch Cord – Fiber	52 nos.
		Cable laying Cat 6	1400m (Approx.)
		Cable laying Armored Fiber	150m (Approx.)
		UTP Patch Panel – 24 Port	11
		UTP Patch Panel – 48 Port	01
		Fiber Patch Panel – 8 port	12
		Cable Management	12
		Faceplate (Single) with Keystone	36
		Termination, Labelling & Testing of a UTP/Fiber Network node, WAP and Network Equipment's Installation	36

	<b>Location 02 - President's Media Division at Chartered Bank building</b>		
	<b>Item No.</b>	<b>Description of Item</b>	<b>Quantity /Units</b>
	2.1	Core Ethernet Switch – 24 Port	1
	2.2	Access Ethernet Switch – 24 Port	7
	2.3	18U Wall Mount Rack Cabinet with Caster wheels, Mesh Doors (front & back) & Side Panels	1
	2.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3
	2.5	Rack Mountable Online UPS 1 kVA	1
	2.6	<b>Cable and Cable Management</b>	
		Patch Cord - Cat 6	192 nos.
		Patch Cord - Fiber	32 nos.
		UTP Patch Panel – 24 Port	8
		Fiber Patch Panel – 8 port	8
		Cable Management	8
<b>ITB 18.1 (a)</b>	Manufacturer's Authorization is required.		
<b>ITB 19.1</b>	The bid validity period shall be Ninety days (90) days from the date of bid closure, accordingly the bid shall be valid until <b>January 05, 2017</b> .		
<b>ITB 20.1</b>	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"		
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be as follows;</p> <p><b>Two Hundred Eighty Thousand (LKR 280,000.00)</b></p> <p>Bid Security shall be issued in favor of;</p> <p>The Managing Director/Chief Executive Officer Information and Communication Technology Agency of Sri Lanka 160/24, Kirimandala Mawatha, Colombo 5, Sri Lanka.</p>		
<b>ITB 20.2 (f)</b>	Bid Security shall be valid for a period of 30 days beyond the original validity period of bids ( <b>up to February 04, 2017</b> ) or beyond any period of extension subsequently requested under ITB clause 19.		

	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p><b>Implementation of ICT Infrastructure and Secured Wi-Fi Network Connectivity Solution at the President Secretariat</b></p> <p>Contract Number: <b>ICTA/GOSL/GOODS/NCB/2016/56</b></p>
<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Director - Procurement &amp; Head of Administration C/o; Chief Executive Officer</p> <p>Address: Information and Communication Technology Agency Lanka, 2<sup>nd</sup> floor, 160/24, Kirimandala Mawatha, Colombo 05.</p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>October 07, 2016</b></p> <p>Time: <b>1500 hrs</b></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Address: Information and Communication Technology Agency, 2<sup>nd</sup> floor, 160/24, Kirimandala Mawatha, Colombo 05.</p> <p><b>Date: October 07, 2016</b></p> <p><b>Time: 1500 hrs</b> (immediately after deadline for bid submission)</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic preference shall not be a bid evaluation factor.
<b>ITB 35.3.d</b>	There will be no price adjustments; the selection is based on the lowest evaluated bid price.

## **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**

- i. The Bidder shall furnish documentary evidence that it meets the following financial requirements:
- ii. Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.
- iii. 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 Seven Million (LKR 7 Million) or equivalent, and net of the bidder's other commitments for this project.
- iv. 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. 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.
- iii. Bidders and agents shall have technically competent as the authorized dealers/suppliers for brands/products offered in the bid for the last 3 years in supply, delivery installation, providing warranty, support and maintenance.
- iv. 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 Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[\* insert a brief description of the Goods 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) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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;
- (f) 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;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

**Table 01: President Secretariat****Price Schedule**

<b>Item No (1)</b>	<b>Description of Goods or related services (2)</b>	<b>Qty. and unit (3)</b>	<b>Unit price Excluding VAT LKR (4)</b>	<b>Total Price Excluding VAT LKR (5)= (3) x (4)</b>	<b>VAT LKR (6)</b>	<b>Total Price Including VAT LKR (7)= (5) +(6)</b>
1.1	Wireless Access Point Controller	1				
1.2	Wireless Access Point	36				
1.3	Core Ethernet Switch – 24 Port	1				
1.4	Access Ethernet Switch – 48 Port	1				
1.5	Access Ethernet Switch – 24 Port	10				
1.6	Firewall Unit	1				
1.7	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	4				
1.8	Biometric (Fingerprint) Access Control System with Magnetic Door Lock Kit	1				
1.9	<b>Cable and Cable Management</b>					
	Patch Cord – Cat 6	312 nos.				
	Patch Cord – Fiber	52 nos.				
	Cable laying Cat 6 (With the conduit/casing. Payment will be made “ <b>Measure and pay basis</b> ”)	1400m (Approx.)				
	Cable laying Armored Fiber (With the conduit/casing. Payment will be made “ <b>Measure and pay basis</b> ”)	150m (Approx.)				
	UTP Patch Panel - 24 Ports	11				
	UTP Patch Panel - 48 Ports	01				
	Fiber Patch Panel - 8 ports	12				

<b>Item No (1)</b>	<b>Description of Goods or related services (2)</b>	<b>Qty. and unit (3)</b>	<b>Unit price Excluding VAT LKR (4)</b>	<b>Total Price Excluding VAT LKR (5)= (3) x (4)</b>	<b>VAT LKR (6)</b>	<b>Total Price Including VAT LKR (7)= (5) +(6)</b>
	Cable Management	12				
	Faceplate (Single) with Keystone	36				
	Termination, Labelling & Testing of a UTP / Fiber Network node, WAP and Network Equipment's Installation	36				
<b>Total</b>						

**Table 2: President's Media Division at Chartered Bank building - Price Schedule**

Item No (1)	Description of Goods or related services (2)	Qty. and unit (3)	Unit price Excluding VAT LKR (4)	Total Price Excluding VAT LKR (5)= (3) x (4)	VAT LKR (6)	Total Price Including VAT LKR (7)= (5) +(6)
2.1	Core Ethernet Switch – 24 Port	1				
2.2	Access Ethernet Switch – 24 Port	7				
2.3	18U Wall Mount Rack Enclosure Cabinet with Caster wheels, Mesh Doors (front & back) & Side Panels	1				
2.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3				
2.5	Rack Mountable Online UPS 1 kVA	1				
2.6	<b>Cable and Cable Management</b>					
	Patch Cord - Cat 6	192 nos.				
	Patch Cord – Fiber	32 nos.				
	UTP Patch Panel – 24 Port	8				
	Fiber Patch Panel – 8 port	8				
	Cable Management	8				
<b>Total</b>						

**Table 3: Price Schedule (Summary)**

No (1)	Description (2)	Total Price Excluding VAT LKR (3)	VAT LKR (4)	Total Price Including VAT LKR (5) = (3) + (4)
1	Table 1: President Secretariat			
2	Table 2: President's Media Division at Chartered Bank building			
Total				

## 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 joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

- (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. \_\_\_\_\_

*[signature(s) of authorized representative(s) ]*

## 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]*

**Section V.**  
**Schedule of Requirements**

1. List of Goods and Delivery Schedule
2. Technical Specifications
3. Inspection and Testing



## 1. List of Goods and Delivery Schedule

It is proposed that present ICT infrastructure facilities at the President Secretariat to be upgraded with necessary local area network and security to improve the efficiency and effectiveness of information security while minimizing the operational expenses.

### President Secretariat

Item No	Description of Goods	Quantity Units	Final (Project Site) Destination as specified in BDS	Delivery and Installation	Related Services
1.1	Wireless Access Point Controller	1	President Secretariat	Within 6 Weeks from the date of Contract	Supply, Delivery, Installation, Networking and Maintenance
1.2	Wireless Access Point	36			
1.3	Core Ethernet Switch – 24 Port	1			
1.4	Access Ethernet Switch – 48 Port	1			
1.5	Access Ethernet Switch – 24 Port	10			
1.6	Firewall Unit	1			
1.7	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	4			
1.8	Biometric (Fingerprint) Access Control System with Magnetic Door Lock Kit	1			
1.9	<b>Cable and Cable Management</b>				
	Patch Cord – Cat 6	312 nos.			
	Patch Cord – Fiber	52 nos.			
	Cable laying Cat 6 (With the conduit/casing. Payment will be made “ <b>Measure and pay basis</b> ”)	1400m (Approx.)			
	Cable laying Armored Fiber (With the conduit/casing. Payment will be made “ <b>Measure and pay basis</b> ”)	150m (Approx.)			
	UTP Patch Panel - 24 Ports	11			
	UTP Patch Panel - 48 Ports	01			
	Fiber Patch Panel - 8 ports	12			
	Cable Management	12			
	Faceplate (Single) with Keystone	36			
	Termination, Labelling & Testing of a UTP / Fiber Network node, WAP and Network Equipment’s Installation	36			

## President's Media Division at Chartered Bank building

Item No	Description of Goods	Quantity Units	Final (Project Site) Destination as specified in BDS	Delivery and Installation	Related Services
2.1	Core Ethernet Switch – 24 Port	1	President's Media Division at Chartered Bank building	Within 6 Weeks from the date of Contract	Supply, Delivery, Installation, Networking and Maintenance
2.2	Access Ethernet Switch – 24 Port	7			
2.3	18U Wall Mount Rack Enclosure Cabinet with Caster wheels, Mesh Doors (front & back) & Side Panels	1			
2.4	9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels	3			
2.5	Rack Mountable Online UPS 1 kVA	1			
2.6	<b>Cable and Cable Management</b>				
	Patch Cord - Cat 6	192 nos.			
	Patch Cord - Fiber	32 nos.			
	UTP Patch Panel – 24 Port	8			
	Fiber Patch Panel – 8 port	8			
	Cable Management	8			

## 2. 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.

### Item 1: Wireless Access Point Controller (WAPC)

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
1.1	Brand	Same as WAP brand			
1.2	Model	(Specify)			
1.3	Country of Origin	(Specify)			
1.4	Country of Manufacture	(Specify)			
1.5	Year of manufacture	(Specify)			
1.6	Type	Rack Mountable			
1.7	Supported bandwidths	2.4 GHz			
		5 GHz			
1.8	Minimum WAPs supported	Minimum 60 or higher			
1.9	Maximum client support	250 or higher			
1.10	Concurrent users	250 or higher			
1.11	Maximum number of access point groups	25 or higher			
1.12	Maximum VLANs	100 or higher			
1.13	Maximum WLANs	100 or higher			
1.14	AP discovery & control	Layer 2 & 3			
1.15	L3 support	IPv4 and IPv6, DHCP Server Support			
1.16	Access	Captive portal			
1.17	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			
1.18	WAP provisioning	Automatic channel and power optimization			
		Automatic WAP discovery (L2, L3)			
		Auto firmware upgrade deployment			
1.19	Security	AES Encryption Internal			

<b>Item No.</b>	<b>Minimum Specification</b>	<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		IPS		
		WEP		
		Dynamic WEP		
		WPA Personal / Enterprise		
		WPA2 Personal/ Enterprise		
1.20	Authentication	802.1X, local database, External AAA servers: Active Directory, RADIUS, LDAP,		
		Other (Specify)		
1.21	Wireless intrusion detection system (WIDS)	Rogue AP detection		
		DoS attack prevention		
		Password guessing protection		
		Rate limiting		
1.22	Access Lists (ACLs)	Layer-2 (MAC address based ACL)		
		Layer-3 (IP address based ACL)		
		L2 client isolation		
1.23	DHCP Server	Supported		
1.24	Management	Secure Web based (HTTPS)		
		CLI and SNMP (v1, v2c, v3)		
		Syslog		
1.25	Certifications	FCC Class A, CE, WEEE, RoHS		
1.26	Accessories	Ethernet cable / Console cable		
		Power cord		
1.27	Power Supply	100 ~ 220V, 50/60Hz		
1.28	Dimension (W x D x H)	(Specify)		
1.29	Weight	(Specify)		
1.30	Operating Temperature & Humidity	Operating temperature 0°-45° C (32°-113° F)		
		Operating humidity: 10%–90% non-condensing		

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
1.31	Install and Configuration	The Technical team should install and configure the WAPC as per the purchasers' request and to other systems simultaneously.			
1.32	User training	Required			
1.33	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
1.34	Product experience	WAPC brand shall be produced under the same brand for at least for last 5 years.			
1.35	Warranty	3 years comprehensive on-site manufacturer authorized warranty, inclusive of replacement of all defective parts free of charge.			

## Item 2: Wireless Access Points (WAP)

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
2.1	Brand	(Specify)			
2.2	Model	(Specify)			
2.3	Country of Origin	(Specify)			
2.4	Country of Manufacture	(Specify)			
2.5	Year of manufacture	(Specify)			
2.6	Type	Indoor			
2.7	Supporting standards	IEEE 802.11 b/g/n/ac			
2.8	Minimum required throughput	Minimum 450 Mbps (2.4GHz) or higher			
		Minimum 1300 Mbps (5 GHz) or higher			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
2.9	User support	Minimum 60 connective users, 30 active users per radio or higher			
2.10	Multiple input and multiple output	3 x 3 MIMO or higher			
2.11	Antenna	Built-in			
2.12	Ports	10/100/1000 Ethernet, with support for 802.3af /802.3at PoE			
2.13	Cabling type	Category 6			
2.14	Frequency band	2.4 GHz			
		5 GHz			
2.15	Max transmission power	22 dBm or higher			
2.16	Power over Ethernet (PoE)	802.3af / 802.3at			
2.17	Data rate	2 Gbps or better			
2.18	Multiple broadcast SSID	8 or higher			
2.19	VLAN support	32 or higher			
2.20	L3 support	DHCP Relay support.			
		IPv4 and IPv6 Support.			
2.21	Encryption standards	TKIP, WPA, WPA2, 64 and 128-bit AES			
2.22	Wireless distribution system (WDS)	Repeater			
		Bridge point-to-point/multi-point			
		Simultaneous bridge & wireless client association			
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			

<b>Item No.</b>	<b>Minimum Specification</b>	<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		Multiple VPN pass-through support		
		Other (Specify)		
2.23	Lock slot	Slot for Kensington lock		
2.24	Management	Standalone secure web based, SSH or Centrally manage with a controller		
2.25	Mounting option	Wall / Ceiling mounting required with the mounting bracket		
2.26	Operating system	(Specify)		
2.27	Hardware reset button	Required		
2.28	Dimension (W x D x H)	(Specify)		
2.29	Weight	(Specify)		
2.30	Power supply	PoE+		
2.31	Standard compliance & certifications	FCC		
		CE		
		RoHS		
		UL/IEC/EN 60950		
		EN 300 328		
		EN 301 893		
2.32	Accessories	Ethernet cable		
		Wall / Ceiling mount kit		
2.33	Install and Configuration	The Technical team should install and configure the WAP as per the purchasers' request and to other systems simultaneously.		
2.34	User training	Required		
2.35	Manufacturer authorization	Manufacturer authorization letter shall be provided.		
2.36	Product experience	WAP brand shall be produced under the		

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		same brand for at least for last 5 years.			
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: Firewall Unit

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
3.1	Brand	(Specify)			
3.2	Model	(Specify)			
3.3	Country of Origin	(Specify)			
3.4	Country of Manufacture	(Specify)			
3.5	Year of manufacture	(Specify)			
3.6	Form factor	Rack Mountable			
3.7	Interfaces	Minimum 10 x 1Gbps Ethernet Ports			
		Minimum 4 x 1Gbps Fiber Ports			
		Swappable Modules			
		1 x Console Ports (RJ45)			
		1 x USB 2.0 Port			
3.8	Firewall throughput (TCP)	3 Gbps or higher			
3.9	Concurrent sessions	250,000 or higher.			
3.11	No. of IPsec Tunnels	5000 or higher			
3.12	Anti-Virus Throughput	3 Gbps or higher			
3.13	IPS throughput	3 Gbps or higher			
3.14	UTM Throughput	3 Gbps or higher			
3.15	SSL VPN Throughput	500 Mbps or higher			
3.16	Users or nodes	500 or higher.			
3.17	IPsec VPN peers	500 or better			
	Number of Policies	1000 or higher			
3.18	New sessions per second	10,000 or higher			
3.19	3G/4G/WiMAX	Required			
3.20	Multiple Security Zones	Required			
3.21	Access Control Criteria	User Identity			
		Source and Destination zone			
		MAC & IP Addresses			
		Service			
3.22	VLAN interfaces	Required			
3.23	VLAN support	802.1Q VLAN Support			
3.24	IP address assignment	Static			
		PPoE client			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		DHCP Server, Client, Relay			
		Dynamic DNS client			
		Other (specify)			
3.25	User Authentication	Internal Database			
		AD Integration			
		OU Based Security Policies			
		Automatic Windows Single Sign On			
		Thin Client Support			
		Other (specify)			
3.26	Routing protocols	Dynamic Routing <ul style="list-style-type: none"> <li>BGP</li> <li>OSPF</li> <li>RIP v1, v2</li> </ul>			
		Static routes			
		Policy based routing			
		Multicast Support			
		Other (specify)			
3.27	PAT/NAT	Static NAT (Port forwarding)			
		Dynamic PAT/NAT			
		One to One PAT/NAT			
		Policy Based PAT/NAT			
		IPsec NAT Traversal			
3.28	Networking	Port Independence			
		VLAN (Bridging, Tagging, Routed mode)			
		Multi-WAN and Server load Balancing			
		VoIP and Video Conferencing Support			
		DNS-based inbound load balancing			
		Other (specify)			
3.29	Traffic control	Traffic Shaping			
		QoS Support <ul style="list-style-type: none"> <li>Bandwidth priority</li> <li>Differentiated services</li> <li>Queuing</li> <li>Other (specify)</li> </ul>			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
3.30	Bandwidth management	User / Group / Application based bandwidth policies			
		Application & User Identity based Traffic Discovery			
		Data Transfer Report for Gateways			
		Application, Web Category type and Identity based Bandwidth Management			
		Other (specify)			
3.31	IDS/IPS	IDS support			
		IPS support (optional)			
3.32	Virtual Private Network (VPN)	IPSec			
		L2TP			
		PPTP			
		Encryption Methods (Specify)			
		Data Encryption Standard (DES) (56-bit)			
		Triple Data Encryption Standard (3DES) (168-bit)			
		Advanced Encryption Standard (AES) (128-bit+) encryption			
		Other (specify)			
3.33	SSL VPN	TCP & UDP Tunneling			
		Authentication <ul style="list-style-type: none"> <li>• AD</li> <li>• Radius</li> <li>• LDAP</li> <li>• (specify)</li> </ul>			
		User Policy Enforcement			
		Group Policy Enforcement			
		Administrative Control			
		Other (specify)			
3.34	Threat/Security Protection	DoS/ DDoS attacks Prevention			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		Fragmented & Malformed packets protection			
		Blended threats Prevention			
		Detecting and Preventing Brute Force Login Attacks			
		Network Attack Detection			
		Zone based IP spoofing & flooding protection			
		Other (specify)			
3.35	Anti-Virus & Anti-Spyware	Virus, Worm, Trojan Detection and Removal			
		Scans POP3, HTTP, HTTPS FTP, SMTP, IMAP, VPN Tunnels			
		Customize individual user scanning			
		Spyware, Malware, Phishing protection			
		Automatic virus signature database update			
		Other (specify)			
3.36	Anti-Spam	Inbound and Outbound Scanning			
		IP address Black list/White list			
		MIME header check			
		Other (specify)			
3.37	IPv6 support	Comprehensive security over IPv6 (Routing and policing)			
3.38	Indicators (Alarm / Notification)	Management System Alert			
		Port Status			
3.39	Security subscriptions / Threat protection	Antivirus			
		Anti-Spam			
		URL filtering			
		Threat Prevention			
		Other (specify)			
3.40	High-Availability	Active-Active			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		Active-Passive			
3.41	Administration & system management	Web-based configuration 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)			
		Other (specify)			
3.42	Logging/Reporting	Graphical Interfaces			
		Real-time Monitoring			
		Historical Monitoring			
		Syslog support			
		Log Viewer			
		HTML and PDF reports			
		Other (specify)			
3.43	Certifications	Common Criteria - EAL4+			
		ICSA Firewall			
		Checkmark Certification			
		Other (Specify)			
3.44	Software and security subscription licenses for 3 years	Antivirus			
		URL filtering			
		Threat Prevention			
		Other (specify)			
3.45	Power supply	100~240V, 50/60Hz Power Supply			
3.46	Power supply	(Specify)			
3.47	Power consumption	(Specify)			
3.48	Dimension (WxDxH)	(Specify)			
3.49	Weight	(Specify)			
3.50	Install and Configuration	The Technical team should install and configure the Firewall Unit as per the purchasers' request and to other systems simultaneously.			
3.51	User training	Required			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
3.52	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
3.53	Product experience	Firewall Unit shall be produced under the same brand for at least for last 5 years			
3.54	Warranty	3 years comprehensive on-site manufacturer authorized warranty, inclusive of replacement of all defective parts free of charge.			

#### Item 4: Core Ethernet Switch

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
4.1	Brand	(Specify)			
4.2	Model	(Specify)			
4.3	Country of Origin	(Specify)			
4.4	Country of Manufacture	(Specify)			
4.5	Year of manufacture	(Specify)			
4.6	Type	Rack Mountable			
4.7	Status LEDs	System, Link/Act			
4.8	CPU memory DRAM	64 MB or higher			
4.9	Green power mode	EEE+ Short Reach + Energy Detect			
4.10	Supporting switching layer	L3 Support required			
4.11	VLAN support	Port-based and 801.1Q VLAN Support (128+ VLANs)			
		Management VLAN			
		Guest VLAN support			
		Dynamic VLAN assignment via Radius			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		server with 802.1x client authentication			
4.12	Switching capacity	50 Gbps or Above			
4.13	Forwarding rate	38 Mpps or Above			
4.14	I/O Ports	Minimum 04 x SFP fiber 100/1000 Mbps ports			
		Minimum 24 x 10/100/1000Mbps Auto MDI/MDI-X RJ-45 ports			
		POE+			
4.15	L3 features support	IPv4 and IPv6 Support			
		Static routing <ul style="list-style-type: none"> <li>• RIP (v1, v2)</li> <li>• OSPF</li> <li>• BGP</li> <li>• IPv4 and IPv6 Routing</li> </ul>			
4.16	Other features	NTP Support			
		Other (Specify)			
4.17	Mac address	8K or higher			
4.18	Security	Access control list (L2 / L3)			
		Port Security			
		Other (Specify)			
4.19	Link aggregation	IEEE 802.3ad LACP, up to 4 groups with up to 8 ports per group			
4.20	Switch management	SSH, SNMP v1/v2/v3 & Web Interface, Remote Monitoring (RMON)			
4.21	Storm control	Broadcast, flooding, and multicast			
4.22	Spanning tree	IEEE 802.1d Spanning Tree, IEEE 802.1s Multiple Spanning Tree, IEEE 802.1w Rapid Spanning Tree			
4.23	Port mirroring	Required (Specify)			
4.24	Reliability (MTBF)	50 Years or better			
4.25	Other management	SSH, DHCP client, system log, configuration unload and backup via HTTP or TFTP			
4.26	Highly availability	Stackable, Active/Standby			
4.27	Standards	IEEE 802 (Specify)			
4.28	Certifications	FCC Part 15 Class A			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		EN 55022 Class A			
		Class A EN 55022			
		Other (Specify)			
4.29	Accessories	Console cable			
		Rack mountable Installation kit			
4.30	Enclosure dimension (L x W x H)	(specify)			
4.31	Operating temperature	(specify)			
4.32	Weight	(Specify)			
4.33	Power supply	Built in dual power supply			
4.34	Power consumption	(Specify)			
4.35	Install and Configuration	The Technical team should install and configure the Core Ethernet Switch as per the purchasers' request and to other systems simultaneously.			
4.36	User training	Required			
4.37	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
4.38	Product experience	Core Ethernet Switch brand shall be produced under the same brand for at least for last 5 years.			
4.39	Warranty	3 years comprehensive on-site manufacturer authorized warranty for unit, inclusive of replacement of all defective parts free of charge.			



## Item 5: Access Ethernet Switch

### Item 5.1: Access Ethernet Switch – 24 Ports

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
5.1.1	Brand	(Specify)			
5.1.2	Country of Origin	(Specify)			
5.1.3	Country of Manufacture	(Specify)			
5.1.4	Manufacture	(Specify)			
5.1.5	Year of manufacture	(Specify)			
5.1.6	Type	1U - Rack Mountable			
5.1.7	Status LEDs	System, Link/Act			
5.1.8	Supporting switching layer	L2 Support required			
5.1.9	Switching capacity	32 Gbps or better			
5.1.10	Forwarding rate	24 Mpps or higher			
5.1.11	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			
5.1.12	I/O Ports	Minimum 04 x fiber 1000 Mbps ports should be populated			
		Minimum 24 x 10/100/1000Mbps Auto MDI/MDI-X RJ-45 ports			
		POE+			
5.1.13	L3 features support	IPv4 and IPv6 Support			
5.1.14	Other features	Plug-and-play installation			
		Full/half-duplex support			
		Flow control			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		Other (specify)			
5.1.15	Mac address	8K or higher			
5.1.16	Security	Access control list (L2 / L3)			
		Port Security			
		Other (Specify)			
5.1.17	Switch management	SSH, SNMP v1/v2/v3 & Web Interface, Remote Monitoring (RMON), DHCP client, system log, configuration unload and backup via HTTP or TFTP			
5.1.18	Port mirroring	Required			
5.1.19	Reliability (MTBF)	50 Years or better			
5.1.20	Highly availability	Stackable, Active/Standby			
5.1.21	Standards	IEEE 802 (Specify)			
5.1.22	Certifications	FCC Part 15 Class A			
		EN 55022 Class A			
		Class A EN 55022			
		Other (Specify)			
5.1.23	Accessories	Console cable			
		Rack mountable			
		Installation kit			
5.1.24	Enclosure dimension (L x W x H)	(specify)			
5.1.25	Operating temperature	(specify)			
5.1.26	Weight	(Specify)			
5.1.27	Power supply	Must be internal. No external power transformers			
5.1.28	Power consumption	(Specify)			
5.1.29	Install and Configuration	The Technical team should install and configure the Access Ethernet Switch as per the purchasers' request			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		and to other systems simultaneously.			
5.1.30	User training	Required			
5.1.31	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
5.1.32	Product experience	Access Ethernet Switch brand shall be produced under the same brand for at least for last 5 years.			
5.1.33	Warranty	3 years comprehensive on-site manufacturer authorized warranty for unit, inclusive of replacement of all defective parts free of charge.			

### **Item 5.2: Access Ethernet Switch – 48 Ports**

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
5.2.1	Brand	(Specify)			
5.2.2	Model	(Specify)			
5.2.3	Country of Origin	(Specify)			
5.2.4	Country of Manufacture	(Specify)			
5.2.5	Year of manufacture	(Specify)			
5.2.6	Type	1U - Rack Mountable			
5.2.7	Status LEDs	System, Link/Act			
5.2.8	Supporting switching layer	L2 Support required			
5.2.9	Switching capacity	50 Gbps or better			
5.2.10	Forwarding rate	45 Mpps or higher			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
5.2.11	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			
5.2.12	I/O Ports	Minimum 04 x fiber 1000 Mbps ports should be populated			
		Minimum 48 x 10/100/1000Mbps Auto MDI/MDI-X RJ-45 ports			
		POE+			
5.2.13	L3 features support	IPv4 and IPv6 Support			
5.2.14	Other features	Plug-and-play installation			
		Full/half-duplex support			
		Flow control			
		Other (specify)			
5.2.15	Mac address	8K or higher			
5.2.16	Security	Access control list (L2 / L3)			
		Port Security			
		Other (Specify)			
5.2.17	Switch management	SSH, SNMP v1/v2/v3 & Web Interface, Remote Monitoring (RMON), DHCP client, system log, configuration unload and backup via HTTP or TFTP			
5.2.18	Port mirroring	Required			
5.2.19	Reliability (MTBF)	50 Years or better			
5.2.20	Highly availability	Stackable, Active/Standby			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
5.2.21	Standards	IEEE 802 (Specify)			
5.2.22	Certifications	FCC Part 15 Class A			
		EN 55022 Class A			
		Class A EN 55022			
		Other (Specify)			
5.2.23	Accessories	Console cable			
		Rack mountable Installation kit			
5.2.24	Enclosure dimension (L x W x H)	(specify)			
5.2.25	Operating temperature	(specify)			
5.2.26	Weight	(Specify)			
5.2.27	Power supply	Must be internal. No external power transformers			
5.2.28	Power consumption	(Specify)			
5.2.29	Install and Configuration	The Technical team should install and configure the Access Ethernet Switch as per the purchasers' request and to other systems simultaneously.			
5.2.30	User training	Required			
5.2.31	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
5.2.32	Product experience	Access Ethernet Switch brand shall be produced under the same brand for at least for last 5 years.			
5.2.33	Warranty	3 years comprehensive on-site manufacturer authorized warranty for unit, inclusive of replacement of all defective parts free of charge.			

## Item 6: 18U Wall Mount Rack Enclosure Cabinet with Door & Side Panels

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
6.1	Brand	(Specify)			
6.2	Model	(Specify)			
6.3	Country of Origin	(Specify)			
6.4	Country of Manufacture	(Specify)			
6.5	Year of manufacture	(Specify)			
6.6	Type	Wall Mount Rack Enclosure Cabinet with Mesh Door & Side Panels			
6.7	Rack Cooling	Minimum four (4) Cooling fans should be installed or higher			
6.8	Cable Exits	Should have top & bottom cable Exits			
6.9	Power Strip	<b>8 Total outlets</b> (2 Rear / 2 Front) Power Strip for 19" vertical mounting. <b>8-13 Amp</b> plug with surge protector			
6.10	Static / Stationary Weight Capacity	250 lbs or higher			
6.11	Rack Height	18U			
6.13	Rack Width	19" equipment mounting Cabinet			
6.13	Dimension of rack (W x H x D)	Width – Minimum 23.00"			
		Height – Minimum 35.00"			
		Depth – Minimum 32.00"			
6.14	Accessories	All Rack Accessories with Hardware Kit			
		Server Rack Cabinet parts			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		Installation guide			
6.15	Operating temperature	(specify)			
6.16	Weight	(Specify)			
6.17	Power consumption	(Specify)			
6.18	Install and Configuration	The bidder is technical team should be installed and configure the 9U Wall Mount Rack Enclosure Cabinet as per the purchaser request and other system with parley.			
6.19	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
6.20	Product experience	18U Wall Mount Rack Enclosure Cabinet brand shall be produced under the same brand for at least for last 5 years.			
6.22	Warranty	3 year's comprehensive on-site manufacturer authorized warranty for unit, inclusive of replacement of all defective parts free of charge.			

## Item 7: 9U Wall Mount Rack Enclosure Cabinet with Door & Side Panels

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
7.1	Brand	(Specify)			
7.2	Model	(Specify)			
7.3	Country of Origin	(Specify)			
7.4	Country of Manufacture	(Specify)			
7.5	Year of manufacture	(Specify)			
7.6	Type	Wall Mount Rack Enclosure Cabinet with Mesh Door & Side Panels			
7.7	Rack Cooling	Minimum four (4) Cooling fans should be installed or higher			
7.8	Cable Exits	Should have bottom cable Exits			
7.9	Power Strip	<b>4 Total outlets</b> (2 Rear / 2 Front) Power Strip for 19" vertical mounting. <b>4 -13 Amp</b> plug with surge protector			
7.10	Static / Stationary Weight Capacity	200 lb or higher			
7.11	Rack Height	9U			
7.12	Rack Width	19" equipment mounting Cabinet			
7.13	Dimension of rack (W x H x D)	Width – Minimum 23.6"			
		Height – Minimum 19.9"			
		Depth – Minimum 17.8"			
7.14	Accessories	Wall mount kit			
		Wall mount cabinet parts			
		Installation guide			



<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
7.15	Operating temperature	(specify)			
7.16	Weight	(Specify)			
7.17	Power consumption	(Specify)			
7.18	Install and Configuration	The Technical team should install and configure the 9U Wall Mount Rack Enclosure Cabinet as per the purchasers' request and to other systems simultaneously.			
7.19	Product experience	9U Wall Mount Rack Enclosure Cabinet brand shall be produced under the same brand for at least for last 5 years.			
7.20	Warranty	3 years comprehensive on-site manufacturer authorized warranty for unit, inclusive of replacement of all defective parts free of charge.			

## Item 8: Rack Mountable/Line Interactive UPS 1 kVA

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
8.1	Brand	(Specify)			
8.2	Model	(Specify)			
8.3	Country of Origin	(Specify)			
8.4	Country of Manufacture	(Specify)			
8.5	Year of manufacture	(Specify)			
8.6	Type	1U - Rack Mountable			
8.7	Voltage	Not less than 1000 VA – online			
8.8	Watts	Not less than 700 W or better			
8.9	Phase	Single Phase			
	<b>Input</b>				
8.10	Nominal input voltage	AC 100 - 240V			
8.11	Input frequency	50Hz – 60Hz automatic detection			
8.12	Input connections	IEC 320 C14			
	<b>Output</b>				
8.13	Output supply voltage	200 – 230 VAC (Configurable)			
8.14	Voltage regulation	±1% (Battery mode)			
8.15	Output frequency	50Hz			
8.16	Transfer time (AC mode to battery mode)	Below 2ms typical			
8.17	Output connections	Three (3) Battery backup IEC 320 C13			
	<b>Battery</b>				
8.18	Battery	Maintenance free lead acid battery			
8.19	Battery capacity	12V 9AH each battery or better			

8.20	Battery quantity	Not less than three (3) or better			
8.21	Recharge time	4 hours to 90% capacity			
8.22	Backup time	100 % load - Not less than Five (5) minutes or high 50% load - Not less than ten (10) minutes or high			
	<b>Display Panel</b>				
8.23	LCD status display	UPS Status			
		Load Level			
		Battery Level			
		Input/output Voltage			
		Fault Conditions			
8.24	Operator buttons (keys)	UPS ON/OFF			
		Software menu selection			
8.25	LED indicator	Normal input			
		Normal Output			
		Fault			
8.26	Alarm	Battery mode			
		Battery low			
		Overload			
		General error			
8.27	Protection (Inbuilt)	Over voltage protection			
		Lightning			
		Short circuit and surge protection			
8.28	In-built interfaces	RS-232			
		Serial (RJ-45)			
		USB			
		Smart slot			

8.29	Cord length	1.8 meters or better			
8.30	Management software	(Specify)			
8.31	OSD language	English			
8.32	Compatible operating systems	Shall be compatible with Mac OS, Microsoft Windows Family (7/8.1/10 (32 & 64 Bit)), Ubuntu / Linux			
8.33	Accessories	User manual			
		Software CD			
		Rack Handles w/ mounting hardware			
		IEC 320 C13 output cables			
		IEC 320 C14 input cord			
8.34	Product certifications and standards	ISO 9001			
		FCC Class B			
		EN 62040-2			
		CE			
		Other (Specify)			
8.35	Enclosure dimension (L x W x H)	(Specify)			
8.36	Weight	(Specify)			
8.37	Install and Configuration	The Technical team should install and configure the Online UPS as per the purchasers' request and to other systems simultaneously.			
8.38	Manufacturer authorization	Manufacturer authorization letter shall be provided.			
8.39	Product experience	Online UPS shall be produced under the same brand for at least for last 5 years.			
8.40	Warranty	3 years comprehensive on-site manufacturer authorized warranty for			

		unit & battery, inclusive of replacement of all defective parts free of charge.			
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## Item 9: Biometric (Fingerprint) Access Control System with Magnetic Door Lock Kit

Item No.	Minimum Specification		Bidder’s Offer (Please specify details)	Compliance to the specification (Yes / No) If “No” bidder’s response	Technical reference (Please specify the page number)
Fingerprint Reader					
9.1	Brand	(Specify)			
9.2	Model	(Specify)			
9.3	Country of Origin / Manufacture	(Specify)			
9.4	Year of manufacture	(Specify)			
9.5	Type	Fingerprint			
9.6	Housing	Flame retardant polycarbonate containing. Fully encapsulated electronics Or better			
9.7	Fingerprint Sensor	Optical Sensor			
9.8	Verification Speed	Should be ≤ 1 sec			
9.9	Finger Print Capacity	Minimum 5000 or higher			
9.10	Log capacity	Minimum 120,000 lines or higher			
9.11	Keypad	12 character, standard layout, tactile or non-tactile response keypad			
9.12	Management	IP based monitoring software			

Item No.	Minimum Specification		Bidder’s Offer (Please specify details)	Compliance to the specification (Yes / No) If “No” bidder’s response	Technical reference (Please specify the page number)
9.13	Operating Modes	Door Access, Passenger, Turnstile, Verification, Control Post			
9.14	LED Indicators and LCD Indicators	Required			
9.15	Power consumption	(Specify)			
9.16	To System Host	10/100/1000 Base-T TCP/IP using CAT 6 cable			
9.17	Connection	RJ 45			
9.18	Product certifications and standards	RoHS			
		CE			
		FCC_B			
Electromagnetic lock					
9.19	Type	Electromagnetic lock			
9.20	Capacity of holding force	1,500 pounds or higher.			
9.21	Voltage	Automatic dual voltage, 12 VDC or 24 VDC, no field adjustment required			
9.22	Housing	Lock shall be fully sealed in resin to provide tamper and weather proofing			
9.23	Lock kit	Electromagnetic lock including quick mount brackets Brackets for electromagnetic lock			
9.24	Exit switch	Required (inside room)			
Power Backup					
9.25	Battery quantity	Two (2) or higher			
9.26	Battery Capacity	2000mAh each battery or higher			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
9.27	Backup battery	Backup battery should be integrated			
9.28	Backup time	Minimum 5 min or higher			
9.29	Install and Configuration	The Technical team should install and configure the Fingerprint Access Control System with Magnetic Door Lock Kit as per the purchasers' request and to other systems simultaneously.			
9.30	Warranty	3 year's comprehensive on-site manufacturer authorized warranty for Fingerprint Access Control System and Magnetic Door Lock Kit, inclusive of replacement of all defective parts free of charge.			

## Item 10: Cables and Cable Management

Item No.	Minimum Specification		Bidder’s Offer  (Please specify details)	Compliance to the specification  (Yes / No)  If “No” bidder’s response	Technical reference  (Please specify the page number)
Network Cables and patch cords – UTP					
10.1	Brand	(Specify)			
10.2	Model	(Specify)			
10.3	Country of Origin	(Specify)			
10.4	Country of Manufacture	(Specify)			
10.5	Year of manufacture	(Specify)			
10.6	Type	High Quality Cat 6 (Full copper)			
10.7	Insulation	(Specify)			
10.8	Jacket	(Specify)			
10.9	Patch cord length	3 meter			
10.10	Color code for network cables and patch cords	(specify)			
Fiber Patch Codes / Pigtail					
10.11	Brand	(Specify)			
10.12	Country of Origin	(Specify)			
10.13	Country of Manufacture	(Specify)			
10.14	Year of manufacture	(Specify)			



Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
10.15	Length for patch cord	Minimum 3m			
10.16	Length for pigtail	Minimum 1.5m			
10.17	Patch Code Type	Multi-mode			
10.18	Mode	Simplex			
		Duplex			
10.19	Connector jack Type (Both end)	SC/LC			
<b>Fiber Cable</b>					
10.21	Brand	(Specify)			
10.22	Model	(Specify)			
10.23	Country of Origin / Manufacture	(Specify)			
10.24	Year of manufacture	(Specify)			
10.25	Type	Indoor/Outdoor Armored Fiber Multi Mode Optic Cable			
10.26	Insulation	(Specify)			
10.27	Jacket	(Specify)			
10.28	Cable pair	6 Fiber Armored Fiber multi-mode optic cable			
10.29	Features / Applications	Installed in ducts, outside underground conduits,			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		aerial/lashed or direct buried			
10.30		Inside and Outside building data communication backbones			
		Flexible and Easy to Handle			
10.31	Cable laying	Laying of <b>UTP Cables</b> and <b>Armored fiber optic cable</b> enclosed in <b>PVC Casing / Conduits</b> and Miscellaneous materials from <b>Rack to User end</b>			
<b>Patch panel - UTP (24 Ports / 48 Ports)</b>					
10.32	Brand	(Specify)			
10.33	Model	(Specify)			
10.34	Country of Origin / Manufacture	(Specify)			
10.35	Year of manufacture	(Specify)			
10.36	Type	Cat 6 UTP patch panel and <b>dust proof gate</b> for each port			
10.37	Port	24 Ports / 48 Ports			
10.38	Height	1 U			
<b>Patch panel - Fiber (24 Ports)</b>					
10.39	Brand	(Specify)			

<b>Item No.</b>	<b>Minimum Specification</b>		<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
10.40	Model	(Specify)			
10.41	Country of Origin	(Specify)			
10.42	Country of Manufacture	(Specify)			
10.43	Material	Complete Aluminum Alloy housing, fully powder coated			
10.44	Year of manufacture	(Specify)			
10.45	Fiber Optic Connector Mode	(Specify)			
10.46	Supported Interfaces	SC/LC			
10.47	Port	24 Ports			
10.48	Height	1 U			
10.49	Cable Management rings	Front and rear cable management rings, pre-loaded			
<b>Fiber Optic Connector</b>					
10.50	Brand	(Specify)			
10.51	Model	(Specify)			
10.52	Country of Origin	(Specify)			
10.53	Country of Manufacture	(Specify)			
10.54	Connector Type	SC/LC			

Item No.	Minimum Specification		Bidder’s Offer  (Please specify details)	Compliance to the specification  (Yes / No)  If “No” bidder’s response	Technical reference  (Please specify the page number)
Cable Management					
10.55	Brand	(Specify)			
10.56	Model	(Specify)			
10.57	Type	1U Rack Mount Horizontal Front Cable management			
10.58	Material	(Specify)			
10.59	Rail Openings	12 or higher			
Face Plate and Keystone – UTP					
10.60	Brand	(Specify)			
10.61	Model	(Specify)			
10.62	Country of Origin / Manufacture	(Specify)			
10.63	Type	Single Face Plate			
		Cat 6 Keystone			
10.64	Material	(Specify)			
10.65	Color	(Specify)			
Termination, Labeling, Testing of a UTP/Fiber Network Node Cabling, WAP and Network Equipment Installation					
10.66	Installation Guidelines	The Fiber and UTP Cables with conduits and casing shall be clipped to the concrete slab or wall and shall not be laid on top of the ceiling.			
		During the underground fiber cable laying			

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		conduct the duct route survey and inspect the route for manhole, coiling, splicing locations. Ensure there are no sharp bends or slopes that exceed the minimum bend radius of the cable.			
		Fiber and UTP Network nodes should be terminated on patch panels.			
		The Fiber and UTP cables have to be laid from the patch panel to the keystones/user end.			
		The access point shall be connected to the keystones.			
		Installation of Fiber and UTP cables shall not be closer to power cables and water lines.			
		Installation of Fiber and UTP cables shall be free of tension at both ends.			
		The Fiber and UTP cables shall be tied up loosely together with sufficient distance.			
		WAPs should be properly wall / ceiling mounted.			

<b>Item No.</b>	<b>Minimum Specification</b>	<b>Bidder's Offer</b> (Please specify details)	<b>Compliance to the specification</b> (Yes / No) If "No" bidder's response	<b>Technical reference</b> (Please specify the page number)
		All network equipment shall be mounted on the rack in a proper order.		
10.67	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.		
10.68	Inspections and Tests	Structured cable test report should be prepared for each individual building floors. 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 building floors.		
		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		

Item No.	Minimum Specification		Bidder's Offer (Please specify details)	Compliance to the specification (Yes / No) If "No" bidder's response	Technical reference (Please specify the page number)
		the respective divisions of the purchaser.			
		The final network equipment configuration report and backup settings should be submitted to the purchaser.			

### **3.0 Inspection and Testing**

Supplier shall facilitate the ICTA / SLCERT for evaluation of compliance of the commissioned systems and take the necessary corrective actions for findings until the compliance certificate is issued by the ICTA / SLCERT.



## 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.

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| <b>5. Language</b>                                 | <p>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.</p> <p>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.</p>   |
| <b>6. Joint Venture, Consortium or Association</b> | <p>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.</p>   |
| <b>7. Eligibility</b>                              | <p>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.</p>  |
| <b>8. Notices</b>                                  | <p>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 <b>Contract Data</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>  |
| <b>9. Governing Law</b>                            | <p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.</p>  |
| <b>10. Settlement of Disputes</b>                  | <p>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.</p> <p>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.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> |

	(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.
<b>11. Scope of Supply</b>	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>12. Delivery and Documents</b>	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 <b>Contract Data</b> .
<b>13. Supplier's Responsibilities</b>	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.
<b>14. Contract Price</b>	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.
<b>15. Terms of Payment</b>	15.1 The Contract Price, shall be paid as specified in the <b>Contract Data</b> .
	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.
<b>16. Taxes and Duties</b>	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.
<b>17. Performance Security</b>	17.1 If required as specified in the <b>Contract Data</b> , 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 <b>Contract Data</b> , the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the <b>Contract Data</b> , 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 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.*

### 35. Assignment

- 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.

<b>CC 1.1(h)</b>	The Purchaser is: <b>Information and Communication Technology Agency of Sri Lanka</b>
<b>CC 1.1 (l)</b>	The Project Site(s)/Final Destination(s) are: <b>President Secretariat</b>
<b>CC 8.1</b>	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Director-Procurement &amp; Head –Administration Address: Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 05.</p> <p>Telephone: 2369099,2369100</p> <p>Facsimile number: 2369091</p> <p>Electronic mail address: procurement@icta.lk</p>
<b>CC 15.1</b>	<p><b>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b> 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.</p> <p>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.</p> <p>b. <b>Upon Delivery and Installation:</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.</p> <p>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Warranty Certificate.</p> <p>(iii) Delivery note and confirmation of receipt of goods confirming items delivered and installed.</p> <p>(iii) Acceptance certificate certifying that the Goods delivered and installed are in good condition and good order issued by Purchaser or nominated authorized person by the Purchaser.</p> <p>c. <b>Upon final Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the successful completion inspection and testing.</p>

	In case, if the Supplier has not claimed an advance payment, as per above (a) the amount specified in the above (c) will be twenty (20) percent of the total contract price.
<b>CC 17.1</b>	The supplier shall provide a Performance Security. This shall be an amount equal to ten (10) percent of the contract price (excluding VAT). Performance Security shall be submitted within 14 days of the notification of the contract award from the purchaser and it shall be valid up to 28 days following the date of Compilation of the Supplier's performance obligations under the contract, including any warranty obligations.
<b>CC 17.3</b>	Format of the Performance Security is given in the Section VIII
<b>CC 25.1</b>	All items and specifications provided in the Section V of the bidding document.
<b>CC 26.1</b>	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.
<b>CC 27.3</b>	<p>Onsite comprehensive Warranty period shall be:</p> <p><b>03 years from the date of acceptance of supply, delivery, installation, networking of goods at the President Secretariat.</b></p> <p>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.</p> <p>For purposes of the Onsite Comprehensive Warranty, the place(s) of final destination(s) shall be the sites specified in Section v.</p> <p>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.</p> <p>Purchaser shall not pay any additional expenditure for services rendered during the above period.</p>

<p><b>CC 27.5</b></p>	<p>(A)The Supplier <b>MUST</b> maintain stocks of spare parts for repairs and replacements for the duration of the warranty service period.</p> <p>(B) The Supplier <b>MUST</b> make qualified personnel available to the Purchaser by telephone, email or web access for the reporting and resolution of the problems with Hardware during warranty period.</p> <p>(C) Annually four (4) dedicated preventive maintenance services shall be provided by the bidder during the period of the warranty and submit completion report to the Purchaser.</p> <p>(D) The Supplier <b>MUST</b> provide maintenance and support services 24 hours per day/ 7 days per week.</p> <p>(E) The supplier shall adhere to the Incident classification and resolution times as given below;</p> <p>Severity Level: <b>High</b>  Description: Major system(s) down; no work-around exists. Business stopped.  Impact: All users  Resolution Time: 1/2 hour  Time to Fix: 04 hours</p> <p>Severity Level: <b>Medium</b>  Description: Major system(s) down; work-around exists. Business interrupted.  Impact: More than one user  Resolution Time: 02 hours  Time to Fix: 08 hours</p> <p>Severity Level: <b>Low</b>  Description: Minor system failure; work-around exists. End-user operation interrupted.  Impact: Single user  Resolution Time: 04 hours  Time to Fix: 10 hours</p>
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## **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

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

WHEREAS the Purchaser invited bids for certain 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)<sup>1</sup> 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>]*. \_\_\_\_\_

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

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<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>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."