



**INFORMATION AND COMMUNICATION TECHNOLOGY AGENCY  
OF SRI LANKA (PRIVATE) LTD**

**BIDDING DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)**

**FOR**

**Ticketing System with Integrated Call Center Application for Lanka Government  
Information Infrastructure (LGII)**

**IFB NO: ICTA/SG2/GOSL/SER/NCB/2018/003**

**August 2018**



**Information and Communication Technology Agency of  
Sri Lanka (Pvt) Ltd**

**Invitation for Bids (IFB)**

**Ticketing System with Integrated Call Center Application for Lanka  
Government Information Infrastructure (LGII)**

**IFB No: ICTA/SG2/GOSL/SER/NCB/2018/003**

1. Information and Communication Technology Agency of Sri Lanka (Pvt) Ltd (ICTA) a government owned company incorporated under the laws of Sri Lanka, functions under the purview of Ministry of Telecommunication and Digital Infrastructure.
2. The Chairman, Project Procurement Committee on behalf of ICTA, now invites sealed Bids from eligible and qualified Bidders to bid for Ticketing System with Integrated Call Center Application for Lanka Government Information Infrastructure (LGII). Detailed descriptions of schedule of requirements is given in the Bidding Document.
3. Bidding will be conducted through National Competitive Bidding (NCB) procedure as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka and is open to all eligible Bidders that meet the qualifications requirements specified in the Bidding Document.

The Bidders should meet the following minimum qualification criteria:

- Experience under contracts in the role of contractor, subcontractor, or management contractor for at least last **Five (5)** years prior to the submission deadline.
  - Minimum average annual turnover of **Sri Lankan Rupees 45 Million** calculated as total certified payments received for contracts in progress or completed, within the last **three (3)** years.
  - The bidder should have completed at least **Two (02)** similar projects during last **three (03)** years.
4. Interested eligible Bidders may obtain further information from the Procurement Division, Segment 2, ICTA, No. 160/24, Kirimandala Mawatha, Colombo 05 and inspect the bidding documents free of charge during 09:00 hrs - 16:00 hrs on working days commencing from 19 August 2018. Contact Telephone: 0112369099 Extension: 298, E-

mail: [procurementsg2@icta.lk](mailto:procurementsg2@icta.lk). Bidding documents are also available on <https://www.icta.lk/procurement/> only for reference purposes.

5. 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 Five Hundred only (LKR 5,500.00)** effective from **19 August 2018** during 09:00 hrs - 16:00 hrs on working days from the office of the ICTA at No. 160/24, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.
6. A pre-Bid meeting which potential Bidders may attend will be held at **11:00 hrs** on **29 August 2018** at the office of ICTA at the above address.
7. Bids must be delivered to **Procurement Officer (Segment 2), C/o Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (Pvt) Ltd, No. 160/24, Kirimandala Mawatha, Colombo 05** at or before **15:00 hrs on 11 September 2018**. Late Bids and Bids sent electronically will not be accepted and will be rejected.
8. All Bids must be accompanied by a Bid Security in the form of a Bank Guarantee using the format given with the Bidding Documents in the amount of **Sri Lankan Rupees Three Hundred Thousand (LKR 300,000.00)**.
9. Bids will be opened immediately after the deadline for submission of bids, in the presence of Bidders or their authorized representatives who choose to attend in person at the address stated above.

Chairman

Project Procurement Committee

Information and Communication Technology Agency of Sri Lanka (Pvt) Ltd

No. 160/24, Kirimandala Mawatha, Colombo 05

## **Section 1**

### **Instructions to Bidders**

#### **A. General**

- |   |   |
|---|---|
| <b>1. Scope of Bid</b>                    | <p>1.1 The Employer, as defined in the <b>Bidding Data Sheet (BDS)</b>, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding (NCB) Contract is <b>provided in the BDS</b>.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS</b>.</p>  |
| <b>2. Source of Funds</b>                 | <p>2.1 Payments under this contract will be financed by the source <b>specified in the BDS</b>.</p>   |
| <b>3. Corrupt or Fraudulent Practices</b> | <p>3.1 The attention of the bidders is drawn to the followings:</p> <ul style="list-style-type: none"><li>▪ Parties associated with Procurement Actions, namely, suppliers / contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li><li>▪ Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/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.</li></ul> <p>3.2 The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <ul style="list-style-type: none"><li>(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;</li><li>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li><li>(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and</li></ul> |

- (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 Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer 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 Services 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 Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or
    - (b) submit more than one bid in this bidding process.
  - 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 BDS.
- 5. Qualification of the Bidder**
  - 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from pre-qualified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.
  - 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers; and
- (i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount;

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners

and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least three service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

5.6 A history of litigation or arbitration awards against the bidder or any partner of a Joint Venture may result in disqualification of the bid.

5.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

## **6. One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or

participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |  |
|--------------|--|
| Section I    | Instructions to Bidders  |
| Section II   | Bidding Data Sheet   |
| Section III  | Bidding Forms  |
| Section IV   | Eligible Countries – Not used                                      |
| Section V    | Activity Schedule  |
| Section VI   | General Conditions of Contract                                     |
| Section VII  | Special Conditions of Contract                                     |
| Section VIII | Performance Specifications and Drawings (if Applicable) – Not used |
| Section IX   | Contract Forms   |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or email / facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Bidders of the bidding documents, including a description of the inquiry, but without identifying its source.



- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by e-mail / facsimile to all Bidders of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### **C. Preparation of Bids**

- 12. Language of Bid**
- 12.1 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 Employer, shall be written in English language.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the

Contract Price. However, VAT shall not be included in the price but shall be indicated separately.

14.4 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

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendix E to the Contract.

**15. Currencies of Bid and Payment**

15.1 The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

**16. Bid Validity**

16.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer 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 17, 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.

**17. Bid Security**

17.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.

17.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan 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 any commercial bank licensed by the Central Bank of Sri Lanka.
- (c) be substantially in accordance with the form of Bid Security included in Section IX, Contract Forms,
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;

- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 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 35.

17.5 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 16.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34;
  - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**18. Alternative  
Proposals by  
Bidders**

18.1 Alternative bids shall not be considered.

**19. Format and  
Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**

##### **20. Sealing and Marking of Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer at the address provided in the BDS
  - (c) **bear the name and identification number of the Contract as defined in the BDS and**
  - (d) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

##### **21. Deadline for Submission of Bids**

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

##### **22. Late Bids**

- 22.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

##### **23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB

Clauses 19 and 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **24. Bid Opening**

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders’ representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

### **25. Process to Be Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained

by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for  
Bid Evaluation**

29.1 Sri Lankan Rupees (LKR).

**30. Evaluation and  
Comparison of  
Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for  
Domestic  
Bidders**

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## **F. Award of Contract**

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|---|--|
| <b>32. Award Criteria</b>   | <p>32.1 The Employer 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.</p> <p style="padding-left: 40px;">Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.</p> <p>32.3 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Related Services originally specified in Appendix A – Description of services by 20% without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> |
| <b>33. Employer’s Right to Accept any Bid and to Reject any or all Bids</b> | <p>33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.</p>  |
| <b>34. Notification of Award and Signing of Agreement</b>                   | <p>34.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>34.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4</p>   |
| <b>35. Performance Security</b>   | <p>35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC,</p>  |



using for that purpose the Performance Security Form included in Section IX 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 17.4. Refer BDS.

35.2 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 employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## Section II. Bidding Data Sheet

The following specific information relating to services to be procured and procurement procedure that will be used shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is: ICTA Agency of Sri Lanka</p> <p>The name and identification number of the Contract is;</p> <p><b>Ticketing System with Integrated Call Center Application for Lanka Government Information Infrastructure (LGII)</b></p> <p><b>IFB No: ICTA/SG2/GOSL/SER/NCB/2018/003</b></p> <p>To qualify for evaluation, bidders are required to bid for the total requirement and scope of work specified in the Bidding Documents. Partial bids shall be treated as non-responsive and shall be rejected.</p>
<b>1.2</b>	To provide the requested services for period of Forty Four (44) months from the <b>Date of Signing the Contract.</b>
<b>2.1</b>	The source of funding is: <b>Government of Sri Lanka (GOSL)</b>
<b>Qualification of the Bidder</b>	
<b>5.2</b>	Pre-qualification has not been undertaken for this present activity.
<b>5.3</b>	<p>All bidders shall include all following information and documents.</p> <ul style="list-style-type: none"> <li>i. Bidder shall be a legally registered company in Sri Lanka and has been in operation for the last Five (5) years.</li> <li>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.</li> <li>iii. Audited financial reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years</li> </ul>
<b>5.4</b>	Joint ventures <b>are not</b> allowed.
<b>5.5(a)</b>	Minimum average annual turnover of <b>LKR 45 Million</b> calculated as total certified payments received for contracts in progress or completed, within the last three (3) years;

<b>5.5(b)</b>	the bidder should have completed at least Two (02) similar projects during last Three (3) years
<b>5.5(e)</b>	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 to meet the cash flow requirement of Sri Lankan Rupees LKR 10 (Ten) Million net of the Bidder's other commitments and excluding any Contractual advance payments to be received under this contract.
<b>B. Bidding Documents</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.
<b>10.1</b>	<p>Pre-bid meeting shall be held at the office of the Information and Communication Technology Agency of Sri Lanka at No. 160/24, Kirimandala Mawatha, Colombo 05 on the following date and time</p> <p>Date: <b>29 August 2018</b></p> <p>Time: <b>1100 hrs</b></p> <p>Clarifications provided in response to the questions may also be published in the web (<a href="https://www.icta.lk/procurement/">https://www.icta.lk/procurement/</a>) without stating the source of the question.</p>
<b>11.2</b>	All addenda may also be published in web ( <a href="https://www.icta.lk/procurement/">https://www.icta.lk/procurement/</a> )
<b>C. Preparation of Bids</b>	
<b>13.1</b>	<p>The documents required to be submitted are:</p> <ul style="list-style-type: none"> <li>a) The Form of Bid (specified as Service Provider's Bid in the format indicated in Section III)</li> <li>b) Bid Security</li> <li>c) Priced Activity Schedule</li> <li>d) Qualification Information Form and Documents</li> <li>e) Audited financial statements for the last 3 years</li> <li>f) All other documents indicated in 5.3 of ITB</li> </ul> <p>Any other additional materials to be submitted with the bid as required and specified in the Bidding Documents</p>
<b>16.1</b>	The period of Bid validity shall be 91 days after the deadline for Bid submission. Accordingly, bids should be valid till <b>11 December 2018</b> .
<b>17.1</b>	The Bidder shall provide: Bid Security in the form of a Bank Guarantee (as per the format given with the Bidding Document) bid Security shall be issued in favour of; <b>Chief Executive Officer</b> , Information and Communication Technology Agency of Sri Lanka (ICTA), No. 160/24, Kirimandala Mawatha, Colombo 05.

<b>17.2</b>	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 Three Hundred Thousand (LKR 300,000.00).
<b>17.2 (a)</b>	Bidder shall submit along the bid, Bid Security in the form of a Bank Guarantee (as per the format given with the Bidding Documents).
<b>17.2 (f)</b>	<p>Bid securities shall be valid for 30 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till <b>10 January 2019</b>.</p> <p>If the Bid Security is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka. Banks in Sri Lanka issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No. 30 of 1988 and supervised by the Central Bank of Sri Lanka. The Bid security shall be enforceable in Sri Lanka.</p>
<b>D. Submission of Bids</b>	
<b>20.2 (b)</b>	<p>The Employer's address for the purpose of Bid submission is</p> <p>Attention: Chairman, Project Procurement Committee Information and Communication Technology Agency of Sri Lanka (Pvt) Ltd (ICTA), Procurement Segment 2, 2<sup>nd</sup> Floor, Kirimandala Mawatha Colombo 05</p>
<b>20.2 (c)</b>	<p>For identification of the bid the envelopes should indicate:</p> <p><b>Contract: Ticketing System with Integrated Call Center Application for Lanka Government Information Infrastructure (LGII)</b></p> <p><b>Contract No: IFB No: ICTA/SG2/GOSL/SER/NCB/2018/003</b></p>
<b>21.1</b>	<b>The deadline for submission of bids shall be no later than 15:00hrs on 11 September 2018.</b>
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	<p>Bids will be opened immediately after the deadline for submission of bids at the following address:</p> <p>Information and Communication Technology Agency of Sri Lanka, No. 160/24, Kirimandala Mawatha, Colombo 05.</p>
<b>29.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes is to convert all bid prices expressed in foreign currencies into a single currency, Sri Lankan Rupees.</p> <p>The source of exchange rate shall be daily indicative selling exchange rate of foreign currencies published by the Central Bank of Sri Lanka.</p>

	The date of exchange rate shall be the date of deadline for submission of bids.
<b>30.3</b>	Alternative bids and options shall not be considered.
<b>31.1</b>	Not applicable
<b>F. Award of Contract</b>	
<b>32</b>	At the time the Contract is awarded, the Employer reserves the right to increase or decrease the scope, as originally specified in Annex A – (Description of Services) by 20% without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. Service provider shall consider this variation when providing unit rates.
<b>35.1</b>	The Performance Security acceptable to the Employer shall be in the Standard Form of unconditional Bank Guarantee (as per the format given with the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Performance security shall be submitted within 14 working days of the date of notification of award from the employer. Performance Security Shall valid till 28 days after Three Years Warranty Period
<b>36.1</b>	Advance payment - N/A
<b>37.1</b>	Employer will appoint Adjudicator as required.

**Section III. Bidding Forms**

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## Service Provider's Bid

[date]

To: Chief Executive Officer

Information and Communication Technology Agency of Sri Lanka,  
160/24, 2nd Floor,  
Kirimandala Mawatha, Colombo 5.

Having examined the bidding documents including addenda No ....., we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
VAT registration Number:

\_\_\_\_\_  
Address:

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 The annual turnover of the last three years, *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and complexity over the last three years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data and valid certificates should be submitted. Refer also to ITB Sub-Clause 5.5(d) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			



- 1.6 Audited Financial statements for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.9 Information regarding any litigation, current or within the last three years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.10 We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

- 1.12 Proposed Program (service work method and project schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

### **3. Additional Requirements**

- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

**Letter of Acceptance**  
*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed.

Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Agency:

\_\_\_\_\_  
Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received the financial allocation from the Government of Democratic Socialist Republic of Sri Lanka( Hereinafter called as “GOSL”) to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications
- (f) the Priced Activity Schedule
- (g) And the following Appendices

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Price in Foreign Currency-Not used

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation-Not used

Appendix H: Service Level Agreement

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

\_\_\_\_\_  
.....  
*[Authorized Representative]*

*Seal*

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_  
*[Authorized Representative]*

.....  
*Seal*

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]*

**Beneficiary:** Chief Executive Officer

Information and Communication Technology Agency of Sri Lanka,  
No. 160/24, Kirimandala Mawatha, Colombo 5.

**Date:** \_\_\_\_\_

**BID SECURITY (BANK GUARANTEE) No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) 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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of 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 of the name of the successful bidder; or (ii) thirty days (30) after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by \_\_\_\_\_ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## **Section IV. Eligible Countries**

### **Not used**

## Section V. Activity Schedule

### 1. Price Schedule and delivery Schedules

No	Description	Quantity	Unit Price (Exclusive of VAT) LKR	Total (Exclusive of VAT) LKR	Final Location	Delivery Date
1	Call center application with HA including Hardware and Software	1			LGII	Within 8 weeks after Signing the Contract
2	concurrent agents	10				Within 8 weeks after Signing the Contract
3	Ticketing System with HA with including Hardware and Software	1			LGII	Within 8 weeks after Signing the Contract
4	Number of Agents	15				Within 8 weeks after Signing the Contract
3	IP Phone	6			LGII	Within 8 weeks after Signing the Contract
4	Soft Phone	10			LGII	Within 8 weeks after Signing the Contract
5	Head set	10			LGII	Within 8 weeks after Signing the Contract
6	Administration & expert training on each product on proposed solution ( In two batches)	8				Within 12 weeks after Signing the Contract
Total Bid Price <b>including Three year comprehensive warranty cost</b> ,Support & maintenance Excluding VAT						

**Note:** bidder shall include three year (3) comprehensive warranty cost, support and maintenance to the bid price.

## 2. Deliverables and Payment Schedule

No .	Item Name	Description	Final Locations	Time schedule	Payment / % of the Contract Price (LKR)
1	Call center application with HA 1. Should provide with minimum 10 concurrent agents from day 1	Supply, Installation and Commissioning of Call center application with required hardware with HA and after successful completion of UAT	LGII	Within 8 weeks after awarding the contract	80%
2	Ticketing System with HA 1. System should have minimum 15 Agents License from the day one.	Supply, Installation and Commissioning of Ticketing System with required hardware with HA and after successful completion of UAT	LGII	Within 8 weeks after awarding the contract	
3	Soft Phones , Head Sets , IP Phones (Hardware)	Supply, Installation and Commissioning of Headsets, Phones , softphones	LGII	Within 8 weeks after awarding the contract	
4	Training LGII staff	Administration & expert training on each product	LGII	Within 12 weeks after awarding the contract	10% will be pay after successfully delivering the training
5	Support and Maintenance	Service Provider shall carry out the Support and Maintenance in accordance with SLA		After completion of 3 years Warranty Period	10%



### **3. Description of Services**

#### **3.1. Background**

ICTA: The Information and Communication Technology Agency of Sri Lanka (ICTA) functions under the purview of the Ministry of Telecommunication and Digital Infrastructure, is the apex government organization, mandated to take all necessary measures to implement the Government's Policy and Action Plan in relation to ICT development across all sectors of the country.

Aligned with the national policy of 'Digitization of Economy', ICTA implements several initiatives to provide efficient and effective services to the citizens and businesses. Improvements and developments of digital infrastructure is one of the key initiative implemented towards achieving the above objective.

ICTA will be driving revolutionary technologies such as High Speed Fiber Networks, Government Cloud, Data Centers, Common Payment Platforms, Education Portals and Social Media initiatives etc. across Sri Lanka which will transform the nation towards information Society. Infrastructure facilities are required to facilitate the on-gong initiatives until the common infrastructure facilities are implemented.

Re-Engineering Government: 'Re-engineering Government', which basically means the radical improvement of the work processes of government, is one of the key components of the e-Sri Lanka Project, the specific objective being to use ICT to make government work processes more efficient and expeditious. A significant amount of work in this sphere has reached implementation.

#### **Scope of the LGN 2.0 Project**

Lanka Government Network: One of the key activities of 'Re-engineering Government' component is the establishment of a 'Lanka Government Network'. The 'Lanka Government Network' (LGN) is a Wide Area Computer Network which is linking government establishments, implemented in several stages. LGN is the highly available, secure and reliable underlying information infrastructure backbone that aims to connect all the government organizations of GOSL in a cost-effective and secure manner to provide Internet, Email and IP based government-to-government voice services. The project addresses the basic hardware and LAN network needs of the connecting government organizations including providing WAN connectivity to the LGN Hub, Help Desk, Desk Side support and IT Training.

Currently, the Lanka Government Network (LGN 2.) has been established across 800+ government organizations island wide. Also, ICTA intends to launch number of e-services and applications through this network and several other infrastructure projects will be implemented for Government organizations.

The Lanka Government Information Infrastructure (LGII) Ltd was established as a fully owned subsidiary of ICT Agency of Sri Lanka (ICTA). The mandate of the LGII was to manage all ICT related infrastructure of the Government of Sri Lanka. Operational and management activities of Lanka Government Network (LGN), Network Operations Center (NOC), Help-desk were maintained, managed and administered by LGII.

### **3.2. Scope of Service**

In order providing support and maintenance for above mentioned projects and facilitate future expansions, is it required to Central IT Service Management System for LGII to facilitates above mentioned services.

Therefore, IT Service Management System for IT services and other services. This service will be a crucial system in term of providing information and support for all users. Also, this will facilitate the adaptation and efficient service delivery requirement for troubleshooting and incident handling to address the end user issues and will be ensure the productivity of the newly deployed IT system and other services which secure the return on investment. The proposed solution shall be in-line with the ITIL Best Practice Framework.

The Service Desk process is responsible for handling all support requests from the government organizations/ users by phone, chat email or a web request, concerning either a request for information, a request for change, or the reporting of incidents. Alternatively, support request can be issued automated incident discovery systems or from the other ITIL processes. Concluding, the Service Desk acts as the central point of contact between LGII, service teams and users. It is also responsible for the administration and closing of all support requests. This system should have facility for SLA management with LGII and the service providers.

## Section VI. General Conditions of Contract

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## **General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement signed by the Parties, 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 therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
  - (f) “GCC” means the General Conditions of Contract.
  - (g) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
  - (h) “Employer” means the entity who employs the Service Provider
  - (i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
  - (j) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
  - (k) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
  - (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- (m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (n) “The Project Site,” where applicable, means the place named in the SCC.
- (o) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (p) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (q) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the SCC.
- 1.4.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

- 1.7 Inspection and Audit by the GOSL** The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.
- 1.8 Taxes and Duties** The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **2.6 Termination**

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt practices, collusive practices, coercive practices, obstructive practices or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose,



including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the GOSL suspends the funds to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL’s suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

**3.1 General** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.

#### 3.2 Conflict of Interests

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and its agents similarly shall not receive any such additional remuneration.

**3.2.2 Prohibition of Conflicting Activities** Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.3 Confidentiality** The Service Provider, and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the

	Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
<b>3.4 Insurance to be taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b> ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Service Provider's Actions Requiring Employer's Prior Approval</b>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"><li>(a) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"),</li><li>(b) changing the Program of activities; and</li><li>(c) any other action that may be <b>specified in the SCC</b>.</li></ul>
<b>3.6 Reporting Obligations</b>	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
<b>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</b>	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b> .
<b>3.8 Liquidated Damages</b>	
<b>3.8.1 Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Employer at the rate per day <b>stated in the SCC</b> for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount <b>defined in the SCC</b> . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>3.8.2 Correction for Over-payment</b>	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee as **specified in the SCC.**

#### **4. Service Provider's Personnel**

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer.

- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
  - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance as **specified in the SCC**.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price payable in Sri Lankan Rupees
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Period allocated for Payments**                      Payments shall be made within the period specified in the **SCC**

**6.6 Day works**

6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

## **7. Quality Control**

**7.1 Identifying Defects**                      The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

**7.2 Correction of Defects, and Lack of Performance Penalty**

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice or specified in the Service Level Agreement (SLA).

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## **8. Settlement of Disputes**

**8.1 Amicable Settlement**                      The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute  
Settlement**

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

## Section VII. Special Conditions of Contract

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(a)</b>	<b>The contract name is :</b> <b>The contract number :</b>
<b>1.1(h)</b>	The Employer is ; ICTA Agency of Sri Lanka
<b>1.1(j)</b>	The Service Provider is;_____
<b>1.1(p)</b>	The Member in Charge is: _____
<b>1.3</b>	The language is English
<b>1.4</b>	Notices shall be given to the Authorized Representative stated in SCC.
<b>1.6</b>	The Authorized Representatives are: For the Employer:  For the Service Provider:  The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.
<b>2.1</b>	The date on which this Contract shall come into effect is; the date the contract is signed by both parties (Effective date).
<b>2.2.2</b>	The Starting Date for the commencement of Services is;
<b>2.3</b>	The Intended Completion Date is as specified in the Scope of Services.
<b>3.2.2 (b)</b>	No other activities
<b>3.4</b>	Not Applicable
<b>3.5(c)</b>	No other actions
<b>3.7</b>	Restrictions on use of documents prepared by the Service Provider are: None
<b>3.8.1</b>	The liquidated damages rate is 0.10 percent (0.10%) per day The maximum amount of liquidated damages for the whole contract is Ten percent (10%) of the Contract Price.
<b>3.8.3</b>	In the event of any defective performance from the Service Provider or failure to furnish the agreed level of service, the Service provider will make reasonable efforts to restore the service to the required condition on an urgent basis. A penalty as stipulated in the Service Level Agreement (SLA) will be



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	imposed in the case of defective performance or failure to provide the agreed level of service to resolve the issue
3.9	The Supplier shall provide a Performance Security of <b>10% percent</b> of the Contract Price.
5.1	The assistance and exemptions provided to the Service Provider are: None
6.2	The total contract amount in Sri Lankan Rupees is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: Not applicable
6.4	Payments shall be made according to the schedule given in– Schedule of Payments.
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 45 days in the case of the final payment.
7.1	The principle and modalities of inspection of the Services by the Employer are as follows:
8.2.1	The Adjudicator will be appointed as and when required.
8.2.4	<p>The arbitration proceedings will be carried out in the following manner:</p> <p>The following rules of procedure for mediation and arbitration shall be applicable (i) <u>if the Service Provider is foreign</u> or (ii) <u>if the Service Provider is a national of the Purchaser's country</u></p> <ul style="list-style-type: none"> <li>i) Dispute for resolution by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</li> <li>ii) The arbitration shall be heard in Sri Lanka before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of arbitrator within 10 days after the first party seeking arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one chosen by each party, and the third chosen by those two arbitrators. The arbitrators will be selected from a panel of persons having experience with and knowledge of information technology and at least one of the arbitrators selected will be an attorney. A hearing on the merits of all claims for which arbitration is sought by either party shall be commenced not later than 60 days from the date demand for arbitration is made by the first party seeking arbitration. The arbitrator(s) must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and the judgment thereon may be entered in any court of competent jurisdiction</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The arbitrators shall apply the substantive laws of Sri Lanka, without reference to provisions relating to conflict of laws. The arbitrators shall not have the power to alter, modify, amend, add to, or subtract from any term or provision of this Agreement, nor to rule upon or grant any extension, renewal, or continuance of this Agreement. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.
8.2.5	The appointing authority for the purpose of this provision is the <b>Employer</b>

## Section VIII. Performance Specifications and Drawings

### Minimum Specifications and Compliance Sheet

#### 1. Call Center Application

Seria I No	Minimum Technical Specification Required – Call Center Application	Compliance (Yes/ No)	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
1	<b>Product/ Solution details</b>			
1.1	Brand (Specify)			
1.2	Edition (Specify)			
1.3	Country of origin and Manufacture (Specify)			
2	<b>General requirements</b>			
2.1	The proposed solution should be a comprehensive Telephony Solution suitable for a Contact Center Environment.			
2.2	Vendor should proposed total integrated contact center with Ticketing System			
2.3	Should be a fully customizable solution and support below requirements			
2.4	Should have High Availability, Auto backup and archive mechanism			
3	<b>PSTN (x 20 SIP trunks)</b>			
3.1	Should provide 20 SIP trunks at initial but should be expandable to 60 SIP trunks			
3.2	Should support SIP, ISDN, Analog in PSTN			
4	<b>Auto attendant / IVR</b>			
4.1	Should have minimum 3 language selection			
4.2	Should have Auto day / night mode selection			
4.3	Should have Holiday calendar to mark full or half day holidays			
4.4	Should have caller party identification numbers (both A and B party)			
4.5	Should have black list table and authorized agents or supervisors be able add/ edit or delete as necessary			
4.6	Should have general voice mail box, activated on demand by the supervisor			
4.7	Unlimited and user configurable IVR menus, and to defined automatic call diversion to specific IVR options			
4.8	Should generate tickets for all incoming calls update in the Help Desk system via provided API			

<b>Seria l No</b>	<b>Minimum Technical Specification Required – Call Center Application</b>	<b>Compliance (Yes/ No)</b>	<b>If “Yes: “Bidder’s respond (Reference Page)</b>	<b>If “No: “Bidder’s respond (Reference Page)</b>
4.9	Should have hold music based on selected language or service			
4.10	Should have text to speech engine for automated information services.			
<b>5</b>	<b>Call routing features</b>			
5.1	Should have Automatic Call Distribution or Uniformity Call Distribution with Skilled based routing			
5.2	Additionally have support CLI based routing for prioritized caller numbers			
5.3	Should have minimum 10 priority levels for above CLI based routing feature			
<b>6</b>	<b>Queue Management</b>			
6.1	Should manage Language/ Product wise queues			
6.2	Should display queued calls in wall board, supervisors and agents based on skills			
6.3	Should display queued calls agents popup based on their skills			
6.4	Queue announcements on demand with queue status			
6.5	Should have different hold music based on language and product selected in IVR			
<b>7</b>	<b>Fax to Email/ Email to fax</b>			
7.1	Should generate a ticket number for all incoming faxes and update to Help Desk system via provided API			
7.2	Should have all Incoming faxes to auto convert to emails as attachments and popup in agent’s inbox			
7.3	Should have outbound faxes. Agents should be able to send faxes using their email server			
7.4	Should have tagging of all related fax information in the message body like received number, date/ time, Fax sender details			
<b>8</b>	<b>Contact Center Agents</b>			
8.1	1. Should provide with minimum 10 concurrent agents from day 1 2. System should be expandable up to 50 agents 3. Additional licenses up to 50 should be provided to the same unit rate on price schedule when if required			
8.2	Should have Softphones with 2 lines, call hold, conference, maintain personal contact			

<b>Seria l No</b>	<b>Minimum Technical Specification Required – Call Center Application</b>	<b>Compliance (Yes/ No)</b>	<b>If “Yes: “Bidder’s respond (Reference Page)</b>	<b>If “No: “Bidder’s respond (Reference Page)</b>
	list, click to dial, view call histories and general features			
8.3	Should provide contact center agent headsets with soft leather cushioned, noise cancelling, high sound quality, single ear peace, robust, USB supported.			
8.4	Agents should facilitate with Login / Logout with selected service levels (on demand) features.			
8.5	Agents should facilitate with screen popup with minimum features of 1.CLI (Caller Line Identification Number) 2.Language/ service selected , following details, 3.live call duration, 4.Statistics like number of calls answered, missed, outbound calls,			
8.6	Agent popup should populate with 1. caller name 2. address and other contact details, 3. call history extracting Help Desk system via provided API			
8.7	Should have minimum of 3 call dispositions for various types for contact center analytical purposes			
8.8	Should support log from any station			
8.9	Should support remote agents			
8.10	Should Update Help Desk system with provided APIs			
8.11	Should have SMS interface with preformatted text messages based on agents inputs			
8.12	Fax (via Email) integration with pre-formatted templates with merging caller details			
8.13	Agents should apply break time through supervisor			
<b>9</b>	<b>Supervisor (x 2 supervisors)</b>			
9.1	Should provide 3 numbers multi line colour display IP phones and 4 phones with video conferencing facility and 4 basic phones with POE for Supervisors/ Managers connected to contact center			
9.2	Should support Softphones with 2 lines, call hold, conference, maintain personal contact list, click to dial, view call histories and general features			

<b>Seria l No</b>	<b>Minimum Technical Specification Required – Call Center Application</b>	<b>Compliance (Yes/ No)</b>	<b>If “Yes: “Bidder’s respond (Reference Page)</b>	<b>If “No: “Bidder’s respond (Reference Page)</b>
9.3	Supervisors should facilitate with Login / Logout with selected service levels (on demand) features.			
9.4	Supervisor should facilitate with screen popup with CLI (Caller Line Identification Number), Language/ service selected , following details, live call duration, Statistics like number of calls answered, missed, outbound calls,			
9.5	Supervisor popup should populate with caller name, address and other contact details, call history extracting Help Desk system via provided API			
9.6	Should have separate screen for Agent performance monitoring, Summaries and details			
9.7	Call barging, supervising etc to guide agent on demand			
9.8	Interface for Contact Center statistics like Total calls per day, Live calls, Calls in IVR , Calls in queue, Calls ringing at agents, Agents on calls, Total incoming calls, answered & dropped per day, Free agents, Agents in breaks - summary and details with health checker			
<b>10</b>	<b>Wall board</b>			
10.1	Should have Interface for Contact Center statistics like Total calls per day, Live calls, Calls in IVR , Calls in queue, Calls ringing at agents, Agents on calls, Total incoming calls, answered & dropped per day, Free agents, Agents in breaks - summary and details with health checker			
10.2	Should have Interface for queue management based on language wise			
10.3	Should display Special message / Alert display interface			
10.4	Should display and buzzer Contact Center related emergency messages			
<b>11</b>	<b>Voice logging</b>			
11.1	Should have complete voice logging with maximum file compression			
11.2	Voice logging file should be tagged with ticket number, caller number, Date and time in format			
11.3	Voice logging search engine with In/ Out calls, Agent wise, Number wise, Ticket number wise, IVR selection wise			

<b>Seria l No</b>	<b>Minimum Technical Specification Required – Call Center Application</b>	<b>Compliance (Yes/ No)</b>	<b>If “Yes: “Bidder’s respond (Reference Page)</b>	<b>If “No: “Bidder’s respond (Reference Page)</b>
11.4	Should have 3 months voice clips in main server and others automatic backup and easy archive method			
<b>12</b>	<b>Integration</b>			
12.1	Should be a fully integrated system with proposed Help Desk solution			
12.2	Should support SMS integration			
12.3	Should support Email integration			
<b>13</b>	<b>Reports</b>			
13.1	Should provide Answered / missed /Abandoned calls in detailed and summaries			
13.2	Should provide date/ticket number wise detailed and summaries			
13.3	Should provide IVR breakdown and related reports			
13.4	Should provide Agent / group performance			
13.5	Should provide Ring time (answered time) analysis			
13.6	Should provide Most and least calls with details			
13.7	Should provide Skill based analysis			
13.8	Should provide Average answered / wait time			
13.9	Should provide Queue analysis report			
13.10	Should provide Agent login/ logout/ breaks			
13.11	Should provide Hold utilisation			
13.12	Should provide agent Adherence report			
13.13	Should provide Hourly call count			
13.14	Should provide Call gap report			
13.15	Should facilitate 5 custom reports based LGII requirement			

## 2. Ticketing System

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
1	Brand (Specify)			
2	Edition (Specify)			
3	Country of origin and Manufacture (Specify)			
<b>4. General Requirements</b>				
4.1	1. System should have minimum 15 Agents from the day one.  2. System should support up to 80 agents in future requirement			
4.2	The Proposed Solution should be a comprehensive Service desk with Ticket management, Knowledge management and Service Level Management			
4.3	Proposed Solution should be a Web Based Solution supporting the industry standard web browsers such as Internet Explorer, Firefox and Chrome			
4.4	Proposed Solution should have a mobile interface / App for Mobile Access from Android and iPhone to allow the agents to create tickets / update tickets from remote locations.			
4.5	Proposed Solution Should Support expanding to a full-fledged ITIL aligned help desk with IT Asset Management			
4.6	The solution should be able expand to do Change Management, Problem Management and IT project Management			
4.7	Proposed Solution Should Be aligned for a MSP Operation which has multiple Callers belonging to Multiple Entities			
<b>5. Administration</b>				
5.1	Help Desk System should have below User Roles			
5.1.1	Help Desk Supervisor			
5.1.2	Help Desk Operator			
5.1.3	Master User			
5.1.4	Report User			



#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
5.6	Help Desk System should Support Defining Help Desk Operator User Groups			
5.7	Help Desk System could be integrated with existing Active Directory / LDAP for Authentication			
5.8	Help Desk System should have granular permissions for the Users including the Right to Create , Edit , View Tickets			
5.9	System Should provide an Interface to define the Working Hours , Holidays , etc			
5.10	System Should allow defining Multiple Sites			
5.11	System should have assigning site wide time zones for different Sites			
5.12	System should have assigning site wide Holidays , Operation hours and departments for different sites			
5.13	System Should support bulk Import of Users from CSV file			
5.14	System Should support bulk import of tickets from CSV file			
5.15	System Should Support archiving the data based on predefined conditions such as the ticket age.			
5.16	Data archiving parameters should be configurable from the GUI			
5.17	System should support comprehensive localization to translate the System in to other languages			
5.18	System should support changing the localization string values from the Web interface			
5.19	System should add Custom Menus to the Web Interface			
<b>6.SLA Management</b>				
6.1	System should support defining Custom SLAs			
6.2	An SLA could be assigned to New Requests based on multiple parameters such as Priority , Request Category			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
6.3	Administrator should be able to combine multiple parameters and create complex criteria to Apply SLA (E.g. If Ticket Priority is High and VIP User is True and Device Type is Laptop the Platinum SLA)			
6.4	System should support automatic Escalation to a different escalation level on elapsing the response time.			
6.5	System should support sending notifications to Help Desk Operators before or after SLA violation			
6.6	System should support defining SLAs based on resolution time			
6.7	System should support defining SLAs based on response time			
6.8	System should support stopping the SLA timer to prevent automated escalation if a ticket is awaiting end user inputs			
6.9	System should have the ability of calculating the SLA by either including or excluding the non-operational hours			
<b>7.Ticket Management</b>				
7.1	Should support generating a unique ticket id in the Help Desk			
7.2	Should Support categorizing Tickets using based on different Support channels such as Fax , Call , Chat			
7.3	Should Support Auto Categorization of Ticket Channel in case of Email , Fax and Call center application			
7.4	Proposed Ticketing System should have the Email to Ticket Capabilities			
7.5	Email to Ticket Function should be able to parse predefined fields from the Email			
7.6	System should have End users to create tickets using a Self Service Portal			
7.7	System should support creating a tickets using a Web Form			
7.8	System Should have Defining Ticket Categories to Create Tickets on Common Issue Types			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
7.9	System Should have Changing the Master data of different fields such as Severity , Incident Type			
7.10	System Should have a mechanism to provide Custom categorization of the tickets based on different Fields such as Closed Tickets			
7.11	System Administrator should have the ability of Auto Assigning Tickets based below algorithms			
7.11.1	Load Balancing			
7.11.2	Round Robin			
7.14	A Ticket could be assigned to a Group of Technicians			
7.15	A Technician should be able to Self-Assign a Ticket			
7.16	A Help Desk Operator should be able to Assign a Ticket to a Person or a Different Group			
7.17	Help Desk Agents should have the ability to Change the Priority of the Ticket			
7.18	It should be possible to restrict the Help Desk Agent changing the previously entered data			
7.19	Proposed Solution should have comprehensive ticket search capabilities			
7.20	Should Support Adding Attachments to the Tickets			
7.21	Should Support uploading Attachment types such as PDF, DOC , JPEG			
7.22	System Should Support Ticket tracking facility where high priority tickets would be tracked			
7.23	System Should support maintaining Resolution Templates to quickly add a Predefined solution to a Template			
7.24	System should support maintaining Problem templates to Log tickets on commonly identified Issue categories			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
7.25	Problem Templates should be configurable and the Administrator should be able to add new Problem Templates / Problem Template Categories.			
7.26	Help Desk Operator should be able to Search for a solution for a Given Ticket			
7.27	The System should Support Adding Tasks to a Issue. A Task would be a set of action which should be followed in resolving an issue			
7.28	System should support creating predefined Task Templates - E.g. Common Steps to follow in case of diagnosing a Failed Hardware			
7.29	Help Desk Operator should be able to search for the issue history and see what different actions has been performed in the ticket lifecycle			
7.30	Help Desk Operator should be able to Close a Ticket by adding the resolution details			
7.31	System Should support Adding Multiple Resolution details such as Comments , Closure Code and whether a particular ticket is a First Call Resolution (FCR)			
7.32	System Should Support Adding Custom Fields and Adding Master Data for the Custom Fields			
7.33	System should have a work log Timer which would dynamically capture the Time Spent on providing a resolution.			
7.34	System should support viewing the other tickets by the Requester when creating a ticket			
7.35	System should support changing the user organization to another entity			
7.36	System should Support sending Email / SMS to the users once a ticket is assigned			
<b>8.Self Service Capabilities</b>				
8.1	Users should be able to log on to the Self Service Portal			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
8.2	Users should be able to access their Pending Tickets in the dashboard			
8.3	Users should be able to Create New Tickets from the Portal			
8.4	Users should be able to Create tickets based on predefined Problem Templates to define tickets on general issues			
8.5	Users should be able to see the notifications to know the common service issues and any other announcements			
8.6	Users should be able to search for a resolution to find a solution for a known issue			
8.7	Should Support Adding and Removing Widgets from Self Service Portal			
<b>9.Knowledge base</b>				
9.1	The System should have a comprehensive Knowledge Base where the common steps to resolve known issues could be recorded.			
9.2	System should support Linking Knowledge Base Articles for the Tickets			
9.3	There should be a Search feature to dynamically find the matching solutions for a given issue			
9.4	IT should be possible to Add Image, Text and Attachments in order to add comprehensive Knowledge Base Article Details			
9.5	The System should be capable of Classifying the Knowledge Base by Adding Keywords and Comments.			
<b>10.Workflow</b>				
10.1	There should be a Customizable Workflow to trigger actions in case of predefined Criteria			
10.2	The Workflow would be able to define Custom Criteria by allowing to define Custom Conditions (E.g. Ticket Created in Working Hours and Ticket Severity Urgent and Ticket Type is “Link Failure”)			
10.3	Workflow should support adding Multiple Levels of Custom Criteria Fields			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
<b>11. Dashboard - Administrative Users</b>				
11.1	The Administrative Users should have a detailed Dashboard with Comprehensive Dashboards			
11.2	There should be following Dashboards prebuilt			
11.3	SLA Violated Requests			
11.4	Pending Tasks by Help Desk Operator			
11.5	Unassigned and Open Requests			
11.6	Requests by Priority			
11.7	The System should provide the ability to drill down the dashboards on different criteria			
11.8	System Should provide the capability to see the Underlying Data of the dashboards by clicking the dashboard.			
<b>12. Dashboard - Help Desk Operators</b>				
12.1	Should have a Easy to Navigate view of the Overdue Requests and Requests Due			
12.2	The System should have an Auto refresh capability which allows the Operators to view the newly assigned tickets soon			
12.3	There should be an alert facility to alert the Help Desk Operator of any new assigned tickets / Tasks			
<b>13. Mobile App</b>				
13.1	Technicians should be able to log in to the System from Mobile Device and perform his operations (E.g. Close and Update Tickets)			
13.2	There should be mobile apps for Android			
13.3	There should be mobile apps for iOS			
13.4	Mobile App should provide push alerts to the Users about the events such as assigned tickets.			
<b>14. Reporting</b>				
14.1	System Should have a comprehensive pre built Reports			
14.2	It should have predefined reporting templates in the area of SLA Violation tracking			
14.3	SLA violated tickets by priority			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
14.4	SLA violated tickets by category			
14.5	SLA violated tickets by help desk operator			
14.5	SLA violated tickets by Site			
14.6	It should be possible to export the report data to other formats such as Excel, HTML, PDF and CSV			
14.7	It should be possible to Schedule the Reports for automatic generation			
14.8	The Solution should include a flexible report builder which would allow custom report generation			
14.9	Proposed Solution must have a dashboard to see the Predefined Custom Matrices such as SLA Hit Tickets, Escalated Open Tickets, etc			
<b>15.Integration</b>				
15.1	Solution should support integration with the existing Email server to send email notifications			
15.2	Solution should Support integrate with an SMS Gateway to send SMS alerts			
15.3	Solution should Support CTI Integration with Call center application. Vendor Should list the Supported CTI platforms.			
15.4	Help Desk should store the Unique Caller reference number generated by the Call center application.			
15.5	CTI Integration should support Inbound Caller ID Identification and Propagation of the relevant Customer Record in the Call center application Popup Window			
15.6	The call center application Pop up window should also display the existing Support case history			
<b>16.API – Ticketing System</b>				
16.1	Proposed Solution should have a Web Service / Rest API			
16.2	Following Tasks could be performed using the API			
16.3	Creating a New Ticket			
16.4	Editing an existing Ticket			

#	Minimum Technical Required - Ticketing	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
16.5	Deleting an Existing Ticket			
16.6	Each API request should be authorized by a secure key or a username / password			
16.7	Comprehensive API Documentation should be available			
<b>17.Support and Implementation</b>				
17.1	Service Provider will be responsible to coordinate with LGII Helpdesk in troubleshooting the platform			
17.2	Service provider should allocate dedicated personal or team 24x7 to directly communicate with LGII to resolve issues and carry out technical improvements.			
17.3	After initial configuration of the System Service Provider should handover full Administrative permission of the all Application & devices to LGII for managing and monitoring			



### 3. IP Phone

No	Details	Complied (Yes/No)	If Yes Bidders Response (Reference Page)	If No Bidders Response (Reference Page)
<b>1. Brand</b>				
<b>2. Model</b>				
<b>3. Country of Manufacture</b>				
<b>4. General Features</b>				
1	Should support high-resolution 800 x 400 pixel or better WVGA Color display with 5" or higher diagonal screen			
2	Should support 5 or more programmable fixed line keys			
3	Should support 4 or more programmable soft keys in addition to fixed feature keys			
4	Should provide SIP support for signaling			
5	Should support Audio Codecs G.711, G.722, G.729a/b and iLBC			
6	Should support Static or dynamic IP address assignment			
7	Should have a minimum of 2 x 10/100/1000 BASE-Tx Ethernet ports, one for the LAN connection and the other for connecting to PC/laptop			
8	Should support PoE (Power over Ethernet) Class 2 or better			
9	Should support 802.1 Q/p for QoS			
10	Should support Four way Navigation and Selection keys			
11	Should support two-way full duplex hands-free speakerphone with high definition voice quality support for handset, headset and speaker			
12	Should support Full duplex microphone/ speakerphone			
13	Should be Hearing Aid Compatible			
14	Should have Adjustable Desk Stand: Reversible wedge stand for desktop and wall-mount use			
15	Should provide an intuitive user interface and keypad for quick access to all IP phone features and services			
16	Should provide the directory services to the user by displaying the missed, received and dialed call details including the caller ID and calling time			
17	Should support text based XML based applications for productivity enhancement			

<b>No</b>	<b>Details</b>	<b>Complied (Yes/No)</b>	<b>If Yes Bidders Response (Reference Page)</b>	<b>If No Bidders Response (Reference Page)</b>
18	Should be from the same OEM as the telephony communications system for call processing/call control			
19	Should support Video Phone features			
20	Should support Ethernet connectivity			

#### 4. Soft Phone

No	Details	Complied (Yes/No)	If Yes Bidders Response (Reference Page)	If No Bidders Response (Reference Page)
<b>1. Brand</b>				
<b>2. Model</b>				
<b>3. Country of Manufacture</b>				
<b>4. General Features</b>				
1	The soft Client clients should support Android, iPhone iPad, Windows and other latest devices			
2	The System shall use a single client software or interface to provide users with access to all communication services, such as voice, conferencing, etc.			
3	The System shall support the following standards and protocols: G. 711, G.729, G.722 for voice			
4	Session Initiation Protocol (SIP). IPv4 and IPv6 support.			
5	Provides dialing via the soft keypad, address books, call lists, using drag/drop or copy/paste			
6	Provides call lists (e.g. missed calls, received calls, attempted calls)			
7	Provides access to online help			
8	Enterprise Mobility - Customer requires that our highly mobile workforce. The goal is constant connectivity no matter the location of the staff. The solution should extend the features of the desk phone and video to the mobile device operating in a Windows, MAC, IOS, and Android operating systems.			
9	Solution must have inbuilt noise cancellation technology			
10	Support for standard, built-in platform-based hardware (e.g. microphone and camera)			
11	Full-duplex support.			
12	Automatic gain control			
13	Ambient noise cancellation			
14	Microphone mute			
15	Automatic exposure control (incl. backlight compensation) with manual override			
16	Automatic white balance			
17	State max data rate supported over IP (kbps)			

No	Details	Complied (Yes/No)	If Yes Bidders Response (Reference Page)	If No Bidders Response (Reference Page)
18	Dialing functions: speed dials, manual dialing, recent calls, local and global address book, etc.			
19	Auto answer			
20	Do Not Disturb function.			
21	User-friendly on-screen operator interface with contextual help			
22	Integrated web- or Java-based remote administration, diagnostics, configuration and monitoring functionality.			
23	Secure remote management			
24	Firewall traversal: H.460			
25	G.711 support.			
26	G.722 support.			
27	G.729 support.			
28	State any additional audio standards supported			
29	RTP and RTCP			
30	BFCP (RFC 4582)			
31	DTMF-based conference control			
32	Full support for TCP/IP stack and related protocols (e.g. DHCP, DNS)			
33	Support for simultaneous IPv4 and IPv6 preferred			
34	Calling must support audio calling.			
35	Calling must support users having multiple endpoints.			
36	Calling must support operation with the hearing impaired.			
37	IP Softphone must support visual indicator for message waiting			
38	IP Softphone must support NAT traversal			
39	IP Softphone must support TCP/IP compliance			
40	A facility by which users who choose to can make and receive calls via their PC/Workstation or Smart Phone, by emulating handset features; e.g. calling number/name display, facility icons, incoming call screen popup menus, on line help etc, operated by a mouse			
41	Ability to use headsets with Softphone			
42	Support LDAP integration			
43	Should have Customizable GUI			

No	Details	Complied (Yes/No)	If Yes Bidders Response (Reference Page)	If No Bidders Response (Reference Page)
44	The soft client and the phone should work in tandem such that if a user is in a phone call, the presence status on the soft client should automatically get updated to “Busy”/”On a call”/ “in a meeting” or similar message.			
45	See presence / availability; free busy			
46	Ability to Transfer a call			
47	Advanced features such as Click2Call, Phone Control, Desktop Call Notifications should be available and should have APIs for development			
48	Hoteling - When staff work from any office location without VPN			
49	Utilize desktop application to manually manage call forwarding to the Station phone.			

## 5. Head Set

No	Details	Complied (Yes/No)	If Yes Bidders Response (Reference Page)	If No Bidders Response (Reference Page)
1	Brand			
2	Model			
3	Country of Manufacture			
<b>4. General Technical Requirements</b>				
1	sleek form factor			
2	Premium HD sound			
3	noise isolation with unidirectional microphones			
4	Microphone should minimize background noise			
5	Proven reliability			
6	Lightweight comfort that is ideal for extended wear			
7	Quick disconnect cabling options			
8	Should be able to Connect to PC/ Laptop			
9	Should have Hearing protection from sounds to over 118 dB			
10	In-call presence indicator on ear plate			

## 6. Hardware for Total solution

	Minimum Technical Required - Hardware	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
1	LGII will be deploying the Help Desk System & Call center application locally.			
2	LGII will provide the Required Rack Space and Network Connectivity			
3	Bidder should proposed Sufficient hardware to implement the Call center application and Help Desk Solution.			
4	Vendor Should provide the required Hardware with redundancy (N+1).			
5	Vendor should provide all the required components (E.g. Storage, Clustering Licenses, and Help Desk Software Add Ons) to deploy the Help Desk & Call center application with High Availability.			
6	Vendor should provide Commercially Supported Operating Systems with Required Licenses / Subscriptions			
7	Vendor Should Support a Commercially Supported DBMS with Required Licenses / Subscriptions			
8	Vendor should provide a High Level System Architecture Diagram with Proposal submission			
9	Vendor should specify the Backup methodology for the Proposed Service Desk Solution			
10	Proposed Backup Solution should support Scheduling Backups of the Service Desk Database Instance			
<b>2.Hardware – Server</b>				
Proposed <b>Server Hardware</b> should meet or exceed the below Minimal Hardware Requirements				
1	Bidder should propose 2 or More servers to achieve High Availability			
2	Proposed Servers should be 2U or less Rack Mountable Server			
3	Proposed Server Manufacturer should have a local Spare depot			
4	Intel Latest Generation Intel processor with minimum of 8 cores and minimum clock of 2GHz.			
5	Should support maximum of 2 CPUs per Server			

	Minimum Technical Required - Hardware	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
6	Required Memory with 2400MHz R-DIMM or better. 12 DIMM slots minimum, Must be able to scale to at least 768GB.			
7	At least 8 SFF/LFF bays, Should support a minimum storage expansion of 10TB.			
8	System Should Support 12G 10/15k SFF/LFF SAS Drives			
9	RAID Controller Should Support RAID 0,1,5,6,10			
10	RAID Controller With 12G SAS/SATA Support and 2GB Write Cache			
11	Requires a DVD Drive			
12	Minimum of 4 x 1Gbps Ethernet ports			
13	Must have at least 1 each of x16 PCIe 3.0, x8 PCIe 3.0 slots. Must have atleast 3 of PCIe 3.0 slots.			
14	Must have minimum of 4 x USB 3.0 ports, 1 x VGA port, 1 x MicroSD card slot			
15	Must have AC Redundant hot plug Platinum power supplies			
16	Server and Add On parts must Support following operating Systems: Microsoft Windows Server 2012R2 x64 or above, Red Hat Enterprise Linux (RHEL) 7 or above, SUSE Linux Enterprise Server (SLES) 12, Vmware Esxi 6.0 or above			
17	Server Must have Rack mountable rails and a Cable Management Arm			
18	Server must support remote management and software from manufacturer.			
19	3 Years Warranty with 24x7 Onsite Support			
20	Vendor should provide all the required components (E.g Storage , Clustering Licences, Ticketing System Software Add Ons) to deploy the Ticketing System with High Availability.			
<b>3. Hardware - Storage ( NAS)</b>				
1	Proposed <b>Network Attached Storage</b> should meet or exceed the below Minimal Hardware Requirements			
2	Proposed Hardware should meet or exceed the below Minimal Hardware Requirements			
3	Intel Latest Generation Intel processor with minimum of 6 cores and minimum clock of 1.7 GHz.			



	Minimum Technical Required - Hardware	Compliance Yes/No	If “Yes: “Bidder’s respond (Reference Page)	If “No: “Bidder’s respond (Reference Page)
4	16 GB of Memory with 2400MHz R-DIMM or better. 12 DIMM slots minimum			
5	RAID Controller Should Support RAID 0,1,5,6,10			
6	Should Support SMB , NFS , WebDAV, HTTP/HTTPS, FTP/FTPS and ISCSI Protocols			
7	Should Support up to Twelve 3.5" LFF Drives			
8	Vendor should provide sufficient Storage for recording the Audio calls from 10 Agents for a period of 8 Hours per Day for a retention period up to 3 Months			
9	Vendor should also provide the required space for the Database and the Application Servers used for Call Center Software and Help Desktop			
10	Should have a minimum of Four 1Gbps NICS			
11	Network Attached Storage Must have Rack mountable rails and a Cable Management Arm			
12	Network Attached Storage must have redundant Power Supplies			
13	Network Attached Storage must have redundant Fans			
14	3 Years Warranty with 24x7 Onsite Support			
<b>4. Hardware - Network Switch (2)</b>				
1	Proposed <b>Network Switches</b> should meet or exceed the below Minimal Hardware Requirements			
2	Vendor Should Propose Two Network Switches to guarantee HA			
3	Brand (Specify)			
4	Edition (Specify)			
5	Country of origin and Manufacture (Specify)			
6	General Requirements			
7	18 RJ-45 autosensing 10/100/1000 ports			
8	4 RJ-45 autosensing 10/100/1000 POE ports			
9	The switch should include 4 - 10G uplinks			
10	The switch should support 4K VLAN IDs			
11	Switch should support Open Flow			
12	Shall have a Throughput up to 41.7 Mpps			
13	Switching capacity should be 128 Gbps or better			
14	Shall have minimum Memory of 1 GB or better			
15	The Switch should support access OSPF routing, QoS, RIP routing and Static routing			
16	The switch should support Open flow			

	<b>Minimum Technical Required - Hardware</b>	<b>Compliance Yes/No</b>	<b>If “Yes: “Bidder’s respond (Reference Page)</b>	<b>If “No: “Bidder’s respond (Reference Page)</b>
17	Shall be IPv4 / IPv6 compatible			
18	Shall provide Comprehensive warranty for 3 Years with next business day hardware replacement			

## 7. General Technical Requirements

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
1	DATES: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.		
2	Electrical Power: All active (powered) equipment must operate on: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Sri Lanka.		
3	Environmental: Unless otherwise specified, all equipment must operate in environments of general Sri Lankan conditions.		
4	Safety: All electronic equipment that emits electromagnetic energy must be certified as meeting International standards		
5	Bidder shall provide necessary hardware and software with the total solutions.		
6	Bidder shall responsible to installing and configuring up to date OS/ patches, firmware, etc.		
7	<p>ICTA will NOT be responsible for the issuance of any licenses or authorizations required for this project for the Bidder.</p> <p>It is the responsibility of the Bidder to obtain required licenses in time to commence operations of ICTA or form alliances with appropriate local licensed Telecommunication and bidder to deliver the required services for all users</p>		
8	The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to provide additional information required that may not be listed here.		
9	Bidder should use their experience and best practices approach to provide any and all required information related to the assignment, beyond the items listed in this document if appropriate.		

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
10	Bidder shall allocate qualified dedicated personnel or team 24x7 to directly communicate with LGII technical team to resolve all technical issues and carry out technical improvements.		
11	<p>Upon the completion of the implementation, LGII technical team will be carrying out site inspection and the UAT.</p> <p>After completion of the UAT bidder should provide the recommendation for services operation.</p>		
12	Bidder shall complete the implementations according to the ICTA's requirements within an agreed time period.		
13	The proposed solutions shall be should be scale up or scale out according to requirements of the ICTA. Bidder must provide the solution architecture to scale up for future expansions. To minimize the down time and penalty of the SLA bidder shall provide the high availability with the proposed solution		
14	Bidder shall responsible to provide the services without interrupting existing services. Also, bidder shall responsible to assist ICTA/LGII staff to carryout existing services migration and transition with minimizing service down times.		
15	This network shall be used to facilitate ICT needs in the country. Hence this solution will be scale up on the business requirements.		
16	<p>Bidder shall responsible to provide following documents.</p> <ol style="list-style-type: none"> <li>1. Detail low Level Design</li> <li>2. Physical architectural diagrams and report</li> <li>3. As built document</li> <li>4. Troubleshooting guides for technical team</li> <li>5. User manuals</li> </ol> <p>All documents required both soft copies hand hard copies with readable format. Bidder shall</p>		

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
	provide required printed copies where and when required. All data sheet should be publicly available.		
17	Bidder shall provide training for minimum of 8 technical persons for entire solution on expert & administration level for each product & ITIL foundation Level training for 14 + ITIL Practitioner Level training for 10 from Authorized training Provider with Exam Vouchers for all Participants		
18	Bidder should provide 3 years support and maintenance for entire solution including hardware, software and all components.		
19	<p>1. During the contract period Bidder shall supply additional licenses for Ticketing and IP Telephony systems as when needed for the same unit rate mentioned on the price schedule.</p> <p>2. The maximum required number of licenses for ticketing system of 80 agents.</p> <p>3. The maximum required number of licenses for IP Telephony system of 50agents.</p>		
20	Bidder should do initial configurations according LGII requirement. Also bidder should do necessary IVR recordings for at most four sub level in 3 Languages.		

## 8. Service Level Agreement (24 x 7 )

### 8.1. Incidents Response

#	Measurement	Definition	Measurement Interval	Target	Penalty
1	Response Time	<b>“Response Time”</b> is the total time taken by the Bidder between registering the complaints through any channels like ticketing system/ telephone / e-mail /in-person. This should include the generation of an acknowledgment with a reference id to track changes or work done.	Monthly	100% escalated incidents responded to within 30 Minutes.	No Penalty
				Escalated incident not responded to within 30minutes	0.01% of the Total contract value for every 15 Minutes of delay on every Incident.

## 8.2. Resolution Time

Service Level Agreements	Resolution Time	Service/ equipment/components measurement	measured period	Penalty
1. Critical Incidents	2 hours <b>“Resolution time”</b> is amount of time between when the LGII first report an incident and when that problem is actually solved.	Any of system / services /system sub components / hardware failure of the provided solution which results in full or partial failure of LGN helpdesk operations.	24x7x30 (Monthly)	No Penalty if Monthly availability is more than or equal to 99.96 %
				If Monthly availability is less than 99.96 % (Total downtime 2 hours),  0.1% of Total contract value or thirty thousand rupees (whichever is higher ) will be charged for additional one hour of downtime on an incremental basis
				If the number of Critical Incidents over two (2) per month, 0.05% of the total contract value or fifteen thousand rupees (whichever is higher) per incident will be charged from 3 <sup>rd</sup> critical incident onwards.
2. High Incident	6 hrs <b>“Resolution time”</b> is amount of time between when the LGII first report an incident and when that problem is actually solved.	Any of system / services /system sub components / hardware failure of the provided solution which results in high availability failure or Performance degrades	24x7x30	No Penalty if 100% escalated high incidents resolved within 6 hours.
				0.02 % of the Total Contract value or ten thousand rupees (whichever is higher) for every one hour of delay after initial six (6) hours on an incremental basis per high incident.
				if the number of high Incidents over two (2) 0.01% of the total contract value or five thousand rupees (whichever is higher)per incident will be charged.

3. Medium Incident	Next Business day	1. IP Phones 2. Soft Phone 3. Head Set  Any of above component failure.	24x7	No Penalty if 100% escalated medium incidents resolved within next business day.
				Medium incidents 0.005% of the Contract value or two thousand rupees (whichever is higher) of every day of delay on an incremental basis for every unresolved Incident.



## Implementation SLA

Measurement	Definition	Measurement Level	Target	Penalty
Implementation of Call center application & Ticketing application with High Availability (HA) including Hardware and Software with Integration	Call center application & Ticketing application with HA including Hardware and Software	End of 8 weeks from the Contract Effective Date	Successful completion of UAT for Call center application & Ticketing application with HA including Hardware and Software with Integrations.  ( Additional 1 week for UAT)	No Penalty if the implementation is completed within 8 weeks from contract effective date
				0.05% of total contract value for Implementation delay or unsuccessful UAT for every week on incremental basis after 8 weeks from the contract effective date.
Setting up required IP Phones , Softphone , Head Sets & initial configuration according to LGII requirement , IVR recording		End of 8 weeks from the contract effective date	Setting up required IP Phones , Softphone , Head Sets & initial configuration according to LGII requirement , IVR recording	No Penalty if the implementation is completed within 8 weeks from contract effective date
				0.01% of total contract value for delay in every week incremental basis after 8 weeks from the contract effective date

## Section IX. Contract Forms

### Performance Bank Guarantee (Unconditional)

To: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_, \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Advanced Payment Bank Guarantee

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_85\_\_\_\_\_

We have been informed that *[name of Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Service Provider, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of their obligation under the Contract because the Service Provider has used the advance payment for purposes other than toward providing the Services under the Contract.

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 Service Provider on their account number \_\_\_\_\_ at *[name and address of Bank]*.

\_\_\_\_\_  
1

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Service Provider as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, \_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

