# Information and Communication Technology Agency of Sri Lanka

# BIDDING DOCUMENT

## National Competitive Bidding (NCB)

**Package 01:**

**Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)**
**[IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 01]**

**Package 02:**

**Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)**
**[IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 02]**

Information and Communication Technology Agency of Sri Lanka
160/24, 2nd Floor, Kirimandala Mawatha,
Colombo 05.

**September 2020**

# Information and Communication Technology Agency of Sri Lanka

# Invitation for Bids (IFB)

## Package 01:

## Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)
## [IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 01]

## Package 02:

## Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)
## [IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 02]

1. Information and Communication Technology Agency (ICTA) established the Lanka Government Cloud is the main government owned infrastructure. To strengthen the Lanka Government Cloud, in order to achieve this, it is intended to procure Subscriptions Renewal of Red Hat Open - Stack Software and Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0). Detailed description of the Requirements and Specifications is given in the bidding document.

2. The Chairman, Department Procurement Committee (DPC), on behalf of ICTA, now invites sealed Bids from eligible and qualified Bidders for Procurement of Subscriptions Renewal of Red Hat Open - Stack Software and Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)

| Package No: | Name of the Package | IFB Number | Amount of Bid Security (LKR) |
|---|---|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/2020/01/PK1 | Rs. 900,000.00 |

| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/2020/01/PK2 | Rs. 600,000.00 |
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3.  The Bidders should meet the following minimum qualification criteria:

**Package 01: Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)**

-   Minimum average annual turnover of LKR 130 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years;
-   The bidder must be an accredited agent or authorized representative of the manufacturer to submit bids on behalf of the manufacturer.

**Package 02: Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)**

-   Minimum average annual turnover of LKR 90 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years;
-   The bidder must be an accredited agent or authorized representative of the manufacturer to submit bids on behalf of the manufacturer.
-   Participation as a Supplier in at least One (1) project relating to Firewall implementation that have been successfully completed within the last Three ( 3) years

4.  Bidding will be conducted using the **National Competitive Bidding (NCB) procedure that shall be governed by the procurement guidelines of the Government of Sri Lanka** and is open to all eligible bidders that meet the eligibility and qualification requirements given in the bidding documents.

5.  Interested bidders may **inspect the bidding documents** free of charge during office hours on working days commencing from **September 28, 2020** at Procurement division of ICTA, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05. Telephone: 2369099, email: procurement@icta.lk. Bidding documents are also available on ICTA Website (https://www.icta.lk/procurement/) only for inspection purposes.

6.  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 Twenty Thousand (20,000.00) effective from **September 28, 2020** during office hours on working days from the office of the ICTA at 160/24, 2nd floor, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.

7. Bids must be delivered to the address given in paragraph (5) at or before **3.00 P.M**, **October 20, 2020**. Late bids will be rejected. Bids will be opened immediately after the deadline of bid submission in the presence of the bidders' representatives, who choose to attend. All Bids must be accompanied by a Bid Security in the form of a Bank Guarantee using the format given in the Bidding Document in the amounts indicated in para (2). Bidders shall submit separate Bid Security for each Package.

8. A Pre-bid meeting will be held at **2.00 P.M** on **October 08, 2020** at the office of ICTA at the address given in paragraph (5) above.

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

September 27, 2020

# Section I.  Instructions to Bidders (ITB)

**General**

**1. Scope of Bid**

  **1.1**  The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS.**

  **1.2**  Throughout these Bidding Documents:

The term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

If the context so requires, "singular" means "plural" and vice versa; and

"Day" means calendar day.

**2. Source of Funds**

  2.1  Payments under this contract will be financed by the source specified in the BDS.

**3. Ethics, Fraud and Corruption**

  3.1  The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

  3.2  The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts.  In pursuit of this policy:

*"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;*

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

*"collusive practice" means a scheme or arrangement between*

*two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and*

*"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.*

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

**4. Eligible Bidders**

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract award, shall be disqualified.

4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.

**5 Eligible Goods and Related Services**

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

**Contents of Bidding Documents**

**6 Sections of Bidding**

6.1 The Bidding Documents consist of 1 Volume, which include all the sections indicated below, and should be read in conjunction

| | **Documents** | | with any addendum issued in accordance with ITB Clause 8. |
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Invitation for Bid

Section I – Instructions to Bidders (ITB)

Section II – Bidding Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V – Schedule of Requirements

Section VI – Conditions of Contract

Section VII – Contract Data

Section VIII – Contract Forms

|  |  | 6.2 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
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| **7** | **Clarification of Bidding Documents** | 7.1 | A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8. |
| **8** | **Amendment of Bidding Documents** | 8.1 | At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. |
|  |  | 8.2 | Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents. |
|  |  | 8.3 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2 |

**Preparation of Bids**

| **9** | **Cost of Bidding** | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be |
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responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

| 10 | **Language of Bid** | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language. |

**11 Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;

documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

any other document required in the BDS.

**12 Bid Submission Form and Price Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13 Alternative Bids**

13.1 Alternative bids shall not be considered.

**14 Bid Prices and Discounts**

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) on components and raw material used in the manufacture or assembly of goods quoted; or

(b)    on the previously imported goods of foreign origin

(ii)    However, VAT shall not be included in the price but shall be indicated separately;

(iii)    the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv)    the price of other incidental services

14.5    The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6    All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

**15  Currencies of Bid**    15.1    Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees**.**

**16  Documents Establishing the Eligibility of the Bidder**    16.1    To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms**.**

**17  Documents Establishing the Conformity of the Goods and Related Services**    17.1    To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2    The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3    The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

**18  Documents Establishing the Qualifications of**    18.1    The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the

|  | the Bidder | Purchaser's satisfaction: |
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(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization if required in the BDS, using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19 Period of Validity of Bids**

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

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

**20 Bid Security**

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

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

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;

be issued by a institution acceptable to Purchaser.

be substantially in accordance with the form included in Section IV, Bidding Forms;

be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

be submitted in its original form; copies will not be accepted;

remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

if the successful Bidder fails to:

*sign the Contract in accordance with ITB Clause 42;*

*furnish a Performance Security in accordance with ITB Clause 43.*

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| **21 Format and Signing of Bid** | 21.1 | The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail. |
| | 21.2 | The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. |
| | 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid. |

**Submission and Opening of Bids**

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| **22 Submission, Sealing and Marking of Bids** | 22.1 | Bidders may always submit their bids by mail or by hand. |

Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

Bear the name and address of the Bidder;

be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

bear the specific identification of this bidding process as indicated in the BDS; and

bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

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| **23** | **Deadline for Submission of Bids** | **23.1** | Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.** |
| | | **23.2** | The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **24** | **Late Bids** | 24.1 | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **25** | **Withdrawal, and Modification of Bids** | 25.1 | A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: |

(a)     submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification;" and

(b)     received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2     Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

25.3     No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

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| **26** | **Bid Opening** | 26.1 | The Purchaser shall conduct the bid opening in public at the |

address, date and time **specified in the BDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

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

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

### Evaluation and Comparison of Bids

**27 Confidentiality**

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

**28 Clarification of**

28.1 To assist in the examination, evaluation, comparison and post-

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| **Bids** | | qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30. |
| **29 Responsiveness of Bids** | 29.1 | The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. |
| | 29.2 | A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: |

affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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| | 29.3 | If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **30 Nonconformities, Errors, and Omissions** | 30.1 | Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. |
| | 30.2 | Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| | 30.3 | Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: |

if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

if there is an error in a total corresponding to the addition or subtraction

of subtotals, the subtotals shall prevail and the total shall be corrected; and

if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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|  | 30.4 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed. |
| **31 Preliminary Examination of Bids** | 31.1 | The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted. |
|  | 31.2 | The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. |

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
Price Schedules, in accordance with ITB Sub-Clause 12;
Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

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| **32 Examination of Terms and Conditions; Technical Evaluation** | 32.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation. |
|  | 32.2 | The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation. |
|  | 32.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid. |
| **33 Conversion to Single Currency** | 34.1 | If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable. |
| **34 Domestic Preference** | 34.1 | Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria. |

| 35 | **Evaluation of Bids** | 35.1 | The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. |
| | | 35.2 | To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35. |
| | | 35.3 | To evaluate a Bid, the Purchaser shall consider the following: |

the Bid Price as quoted in accordance with clause 14;

price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

| | | 35.4 | The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids |
| | | 35.5 | If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria. |
| 36 | **Comparison of Bids** | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35. |
| 37 | **Post qualification of the Bidder** | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily. |
| | | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18. |
| | | 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 38 | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 38.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. |

**Award of Contract**

| 39 | **Award Criteria** | 39.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform |

the Contract satisfactorily.

| | | | |
|---|---|---|---|
| **40** | **Purchaser's Right to Vary Quantities at Time of Award** | 40.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed fifteen percent (15%) of the total quantity and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **41** | **Notification of Award** | 41.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. |
| | | 41.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| | | 41.3 | Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4. |
| **42** | **Signing of Contract** | 42.1 | Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it. |
| | | 42.2 | Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement. |
| **43** | **Performance Security** | **43.1** | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4. |
| | | **43.2** | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# Section II.  Bidding Data Sheet (BDS)

The following specific data for the product to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB).  Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| ITB 1.1 | The Purchaser is:<br>**Information and Communication Technology Agency of Sri Lanka** |
| ITB 1.1 | The name and identification number of the Contract are:<br><br>**Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) and**<br>**Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)**<br><br>Contract Number:  **ICTA/GOSL/SER/NCB/2020/01/PK1**<br>               **ICTA/GISL/SER/NCB/2020/01/PK2** |

| Package No: | Name of the Package | IFB Number |
|---|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/ 2020/01/PK1 |
| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/ 2020/01/PK2 |

Bidders may bid for one Package or Both Packages. Partial bids shall be liable to be treated as "Non Responsive" and rejected.

| ITB 2.1 | The source of funding is: Government of Sri Lanka (GoSL) |
|---|---|
|  | **B. Contents of Bidding Documents** |
| ITB 7.1 | For <u>Clarification of bid purposes</u> only, the Purchaser's address is:<br>Attention: Head of Procurement<br>Address:<br>    Information and Communication Technology Agency of Sri Lanka,<br>    160/24, Kirimandala Mawatha,<br>    Colombo 5.<br>    Telephone: 2369099 -100<br>    e-mail: procurement@icta.lk |

| | |
|---|---|
| | **A Pre-bid meeting will be held:  Yes**<br><br>**Date :  October 08, 2020**<br>**Time : 2.00 P.M**<br><br>Venue: Information and Communication Technology Agency of Sri Lanka, (2nd floor - Auditorium) 160/24, Kirimandala Mawatha, Colombo 5.<br><br>Clarifications may be requested no later than 07 days before the deadline for submission of bids. |
| | <div align="center">**C. Preparation of Bids**</div> |
| **ITB 13.1** | Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected. |
| **ITB 14.3** | The Bidders may quote following minimum quantities:<br><br>Bidder is requested to quote 100% of the items of package 1 and 2.<br><br>Bidders may bid for one Package or both Packages: |
| **ITB 18.1 (a)** | Manufacturer's Authorization is required for following Items:<br><br>Package  01: Subscriptions Renewal of Red Hat Open - Stack Software<br><br>Package 02: Virtual Web Application Firewall |
| **ITB 19.1** | The bid validity period shall be Ninety one days (91) days from the date of bid closure, accordingly the bid shall be valid until **January 19, 2021.** |
| **ITB 20.1** | Bid shall include a Bid Security issued by a commercial bank licensed by the Central Bank of Sri Lanka in the format prescribed in Section IV "Bidding Forms – Bid Guarantee" |

| ITB 20.2 | Bid Security shall submit only through the Banks registered with Central Bank. |

Bid Security shall submit only through the Banks registered with Central Bank.

The amount of the Bid Security shall be as follows;

| Package No: | Name of the Package | IFB Number | Amount of Bid Security (LKR) |
|---|---|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/2020/01/PK1 | Rs. 900,000.00 |
| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) | ICTA/GOSL/SER/NCB/2020/01/PK2 | Rs. 600,000.00 |

Bid Security shall be issued in favor of;

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

| ITB 20.2 (f) | Bid Security shall be valid for a period of 28 days beyond the original validity period of bids **(up to, February 17, 2021)** or beyond any period of extension subsequently requested under ITB clause 19. |

## D. Submission and Opening of Bids

| ITB 22.1 | Bidder Shall submit the Original and One copy of the Bid |
| ITB 22.2 (c) | The inner and outer envelopes shall bear the following identification marks:

"Procurement of Subscriptions Renewal of Red Hat Open - Stack Software for Lanka Government Cloud (LGC 2.0) and Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)" |

| | |
|---|---|
| **ITB 23.1** | **For bid submission purposes, the Purchaser's address is:**<br>**Attention: Chairman**<br>**Address:   Information and Communication Technology Agency Lanka,**<br>**2nd floor, 160/24, Kirimandala  Mawatha, Colombo 05.**<br><br>**The deadline for the submission of bids is:**<br><br>**Date:  October 20, 2020**<br><br>**Time: 3.00 P.M hrs** |
| **ITB 26.1** | **The bid opening shall take place at:**<br>**Address:  Auditorium, Information and Communication Technology Agency,**<br>**2nd floor, 160/24, Kirimandala Mawatha, Colombo 05.**<br><br>**Date:  October 20, 2020**<br><br>**Time: Immediately after deadline for bid submission** |
| | **E. Evaluation and Comparison of Bids** |
| **ITB 34.1** | Domestic preference shall not be a bid evaluation factor. |
| **ITB 35.3.d** | There will be no price adjustments; the selection is based on the lowest evaluated bid price. |

# Section III.

# Evaluation and Qualification Criteria

## Contents

1. Evaluation Criteria - ITB 35.3 (d)

2. Post-qualification Requirements - ITB 37.2

# 1. Evaluation Criteria -ITB 35.3 (d)

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

# 2. Post – Qualification Requirements (ITB 37.2)

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

### (a) Financial Capability

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

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

### (b) Experience and Technical Capability

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

**Package 01: Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)**

- Minimum average annual turnover of LKR 130 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years;
- The bidder must be an accredited agent or authorized representative of the manufacturer to submit bids on behalf of the manufacturer.

**Package 02: Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)**

- Minimum average annual turnover of LKR 90 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years;
- The bidder must be an accredited agent or authorized representative of the manufacturer to submit bids on behalf of the manufacturer.
- Participation as a Supplier in at least One (1) project relating to Firewall implementation that have been successfully completed within the last Three ( 3) years

# Section IV.  Bidding Forms

## Table of Forms

1.  **Bid Submission Form**

2.  **Price Schedule**

3.  **Bid Guarantee**

# 1.     Bid Submission Form

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

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

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

To:     **Chairman,**
**Information and Communication Technology Agency of Sri Lanka**
**160/24, Kirimandala Mawatha,**
**Colombo 5,**
**Sri Lanka**.

We, the undersigned, declare that:

*(a)* We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

*(b)* We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Packages.

| Package No: | Name of the Package |
|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) |
| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) |

*(c)* The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*

| Package No: | Name of the Package | Bid Price / LKR (without VAT) |
|---|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) | |

| Package No: | Name of the Package | Bid Price / LKR (without VAT) |
|---|---|---|
| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) | |

*(d)* The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*

| Package No: | Name of the Package | Bid Price / LKR (with VAT) |
|---|---|---|
| 01 | Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) | |

| Package No: | Name of the Package | Bid Price / LKR (with VAT) |
|---|---|---|
| 02 | Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0) | |

*(e)* Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

*(f)* If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

*(g)* We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

*(h)* Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

# 2. Price Schedule –

## 2.1 Package 01: Procurement of Subscriptions Renewal of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0) [IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 01]

| Item No (1) | Description of Goods or related services (2) | Qty. and unit (3) | Unit price for 3 Years Excluding VAT LKR (4) | Total Price Excluding VAT LKR (5) = (3) x (4) | VAT LKR (6) | Total Price Including VAT LKR (7) = (5) +(6) |
|---|---|---|---|---|---|---|
| 2.1.1 | Red Hat OpenStack Platform (without guest OS) with Smart Management, Premium (2-sockets) | 6 | | | | |
| 2.1.2 | Red Hat OpenStack Platform with Smart Management, Premium (2-sockets) | 16 | | | | |
| 2.1.3 | Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) | 2 | | | | |
| 2.1.4 | Red Hat Ceph Storage, Premium (Up to 512 TB on a maximum of 25 Physical Nodes) | 1 | | | | |
| 2.1.5 | **Virtual Training for below modules** RedHat Openstack Administration I: Core Operations for Cloud Operations RedHat Openstack Administration II: Infrastructure Configuration for Cloud Administrations and RedHat Ceph Storage Architecture and Administration | **4 Partici-pants** | | | | |
| | | | **Total** | | | |

Note: Bidders may bid for one Package or both Packages. Bidders are required to bid for the total quantity of each Package. Partial bids shall be liable to be treated as "Non Responsive" and rejected.

………………………………………………
Signature and the Company Seal

**2.2 Package 02: Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud [IFB No: ICTA/GOSL/SER/NCB/2020/01/PK 02]**

| Item No (1) | Description of Goods or related services (2) | Qty. and unit (3) | Unit price for 3 Years Excluding VAT LKR (4) | Total Price Excluding VAT LKR (5)= (3) x (4) | VAT LKR (6) | Total Price Including VAT LKR (7)= (5) +(6) |
|---|---|---|---|---|---|---|
| 2.2.1 | Supply, Installation and Support of Virtual Web Application Firewall Solution for Throughput of minimum 25 Mbps | 2 | | | | |
| 2.2.2 | Supply, Installation and Support of Virtual Web Application Firewall Solution for Throughput of minimum 200 Mbps | 5 | | | | |
| | | | Total | | | |

Note: Bidders may bid for one Package or both Packages. Bidders are required to bid for the total quantity of each Package. Partial bids shall be liable to be treated as "Non Responsive" and rejected.

……………………………………………
Signature and the Company Seal

**Package 02: Procurement of Supply, Installation and Support of Virtual Web Application Firewall for**

**Lanka Government Cloud (LGC 2.0)**

**Rate Card: Unit Cost for Annual Minimum 1 Gbps beyond initial.**

**(This will not be considered for Evaluation)**

| Item | Requirement | Additional Unit Cost Details Per Annum (LKR) |
|------|-------------|----------------------------------------------|
| 1 | Cost of the Solution for Throughput of minimum 1 Gbps | |

…………………………………………
Signature and the Company Seal

# 1. Bid Guarantee

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*
--------------- *[insert issuing agency's name, and address of issuing branch or office]* ------

**\*Beneficiary: Information and Communication Technology Agency of Sri Lanka**
     **160/24, 2nd Floor, Kirimandala Mawatha,**
     **Colombo 05**

**Date:**       -------- *[insert (by issuing agency) date]*

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

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire:  (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------ *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date._____

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

# Section V. Schedule of Requirements

1. **List of Related Services**

2. **Technical Specifications**

3. **UAT**

# Redhat Openstack Premium Support and Subscription and Virtual Web Application Firewall for Lanka Government Cloud 2.0 (LGC 2.0)

## 1.0 Introduction:

Aligned with the national policy of 'Digitization of Economy', ICT Agency of Sri Lanka (ICTA) implements several initiatives across the government to increase the efficiency of the government processes and to provide government services effectively and efficiently. In this context, development and improvement of digital infrastructure has been identified as a key area.

The LGC 2.0 is the central and common government cloud, and it is expected that all types of government applications will be hosted in LGC 2.0. This approach will minimize or eliminate purchasing and maintaining of servers and/or data centers by government organizations which could be time consuming, ineffective, and insecure. The objective is to eliminate all constraints and limitations to the government organizations for adopting to cloud computing strategy and thereby increase ICT usage to enhance the effectiveness and efficiency of government processes. Moreover, LGC 2.0 will support hybrid cloud model to obtain vast amount of public cloud services.

Scalability, high availability, efficiency, flexibility, usability and most importantly support for the modern web-scale application deployment on LGC 2.0 have been identified as key features for LGC 2.0. The primary objective of this procurement item is obtaining Redhat Openstack Premium support and subscription to fulfill the above requirements.

## 1.1 Scope of Services

### Package 01
The scope of the Support Services should include following key areas (but not limited to);
- Best practices for operating the Supported Cluster.
- Identifying, diagnosing and fixing errors in Supported Software.
- Tools and techniques for monitoring the Supported Cluster.
- Preventing and recovering from failures and troubleshooting.
- Problem isolation and diagnosis of errors in the Supported Software.
- Patches and workarounds to fix bugs in the Supported Software.

### Package 02
1. The Virtual Web Application Firewall (WAF) instance with high availability (HA) should be implemented in one of the production tenant in LGC 2.0 and showcase major compliance features which mentioned on Technical Specifications (should include HA and support OpenStack HOT).

2. The bidder should support/integrate new applications with proposed WAF as and when requested by ICTA.

3. The bidder should provide comprehensive training sessions of the proposed solution.

**1.2 List of Related Services**

| Package No: | Item No | Description of Goods | Quantity Units | Delivery and Installation | Related Services |
|---|---|---|---|---|---|
| 01 | 1.1 | Red Hat OpenStack Platform (without guest OS) with Smart Management, Premium (2-sockets) | **6** | Subscription renewal for renewal should be done within two weeks after Signing the contract. | Supply, Delivery, Installation, Commissioning and Maintenance |
| | 1.2 | Red Hat OpenStack Platform with Smart Management, Premium (2-sockets) | **16** | | |
| | 1.3 | Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) | **2** | | |
| | 1.4 | Red Hat Ceph Storage, Premium (Up to 512 TB on a maximum of 25 Physical Nodes) | **1** | | |
| | 1.5 | Virtual Training for below modules  RedHat Openstack Administration I: Core Operations for Cloud Operations  RedHat Openstack Administration II: Infrastructure Configuration for Cloud Administrations and RedHat Ceph Storage Architecture and Administration | **4 Partici-pants** | | |
| 02 | 2.1 | Virtual Web Application Firewall Solution for Throughput of minimum 25 Mbps | **2** | Within 2 Weeks from the date of Signing the Contract | Supply, Delivery, Installation, Commissioning and Maintenance |
| | 2.2 | Virtual Web Application Firewall Solution for Throughput of minimum 200 Mbps | **5** | | |

# 2. Technical Specifications

Bidders are required to state their compliance to specifications/requirements against each and every criterion of the specification sheets. Incomplete / non-compliant specification sheets will strongly lead to disqualification of the bidder without getting any clarifications.

## Item No 1: Subscriptions Renewal and Expansion of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 1.1 | Red Hat OpenStack Platform (without guest OS) with Smart Management, Premium (2-sockets) – 6 Nodes | | |
| 1.2 | Red Hat OpenStack Platform with Smart Management, Premium (2-sockets) – 16 Nodes | | |
| 1.3 | Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) - 2 | | |
| 14. | Red Hat Ceph Storage, Premium (Up to 512 TB on a maximum of 25 Physical Nodes) | | |
| 1.5 | Virtual Training for below modules: (Maximum number of Participants: 4)<br><br>RedHat Openstack Administration I: Core Operations for Cloud Operations<br><br>RedHat Openstack Administration II: Infrastructure Configuration for Cloud Administrations and RedHat Ceph Storage Architecture and Administration | | |

## Item No 2: Virtual Web Application Firewall Solution for Lanka Government Cloud (LGC 2.0)

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 2.1 | The Virtual Appliance should be in the Gartner's MQ leaders or challengers for "Web Application Firewall" in any year in the last five published reports. | | |
| 2.2 | The Solution should meet PCI DSS Compliance as per PCI DSS requirement and should provide reports for PCI DSS compliance. | | |
| 2.3 | The solution should address and mitigate the OWASP Top 10 web application/ mobile application security vulnerabilities. (The bidder should describe how each of the OWASP Top 10 vulnerability is addressed by the solution) | | |
| 2.4 | The proposed solution should be a VM (Virtual instance/Virtual machine) based solution. | | |
| 2.5 | Virtual Appliance(instance/machine) should support on Redhat OpenStack Platform (KVM hypervisor) | | |
| 2.6 | Solution should be able integrate with OpenStack HEAT template | | |
| 2.7 | Proposed solution's Heat templates should follow the OpenStack Heat Orchestration Template (HOT) specification | | |
| 2.8 | The proposed solution should be deployed leveraging separate WAF instance for each group of Ministries/Departments in high availability pair. | | |
| 2.9 | The Proposed WAF Solution should be able to work in High Availability (HA) mode and should be deployed in an Active-Standby & Active-Active in both DC & DR | | |
| 2.10 | The product should comply and support IPv4 and IPv6 both and NAT64 | | |
| 2.11 | Proposed WAF instance should be configurable in such a way that multiple network zones can be configured without sharing the data between them and without any compromise of security. | | |
| 2.12 | The proposed solution should enable to redeploy, retire, or change appliance as needed and align capacity with business requirements. | | |
| 2.13 | Proposed solution should have flexibility to deploy additional instance to onboard expanding ministries/departments without any delay of procurement overhead. | | |
| 2.14 | Should be support incremental deployments of WAF instances in the middle of the year should be counted in next following years billing usage. based billing. | | |
| 2.15 | Must be support dual-stack (IPv4 and IPv6) operation across all features "Should have full support IPv6. It should support all IPv6 scenarios: a. IPv4 on the inside and IPv6 on the outside b. IPv6 on the inside and IPv4 on the outside c. IPv6 on the inside and outside" | | |
| 2.16 | Validation should be performed on all types of input, including URLs, forms, cookies, query strings, hidden fields, and parameters, HTTP methods, XML elements and SOAP actions. | | |
| 2.17 | When deployed as a proxy (either a transparent proxy or a reverse proxy), the Web application firewall should be able to digitally sign cookies, encrypt cookies, and to rewrite URLs. | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 2.18 | The Proposed WAF Solution should support both a Positive Security Model and a Negative Security Model. should provide regular update for CVE signatures. | | |
| 2.19 | Both Positive and Negative security model should continuously learn the application. Learning should be a continuous process and should not stop after a certain stage. Should provide facility to configure time for staging of policy and policy should move to Blocking ones Staging time is over. | | |
| 2.20 | The solution must be able to block transactions with content matching for known attack signatures while allowing everything else. | | |
| 2.21 | The solution must support and integrate with the web application vulnerability assessment tools (Web application scanners) | | |
| 2.22 | Should be able to import Vulnerability scanner report from well known/qualified various vulnerabilities assessment tool and fixed those vulnerabilities within the waf using xml file. | | |
| 2.23 | The solution must support both URL rewriting and content rewriting for http header and body when it is deployed in the reverse proxy mode. | | |
| 2.24 | The solution must support user tracking using both form-based and certificate-based user authentication. Solution should support API security including support for uploading swagger file. | | |
| 2.25 | The solution must be able to validate encoded data in the HTTP traffic. | | |
| 2.26 | The solution must be able to identify Web Socket connections and provide security for WebSocket including exploit against Server abuse, login enforcement, XSS and SQL injection. | | |
| 2.27 | The solution must support the configuration to allow some pages in a web application to be in blocking mode and some pages to be in detection\learning mode. | | |
| 2.28 | The XML protection offered by the solution must be similar to the web application protection provided with automated profiling/learning capability. | | |
| 2.29 | The solution must be able to perform profiling of JSON. HTTP requests in the JSON format must be learnt by the WAF with the parameters and values. | | |
| 2.30 | The solution must allow the re-learning of an application profile on a per-URL or per-page basis. The administrator should not be required to relearn the entire application when only a few pages have changed. | | |
| 2.31 | The Proposed WAF Solution should have capability to mitigate, learn and adapt to unique application layer user interaction patterns to enable dynamic defenses based on changing conditions | | |
| 2.32 | The Proposed WAF Solution should have Correlated Attack Validation capability or Correlation features which examines multiple attributes such as HTTP protocol conformance, profile violations, signatures, special characters, and user reputation, to accurately alert on or block attacks and also to eliminate false positives. | | |
| 2.33 | The Proposed WAF Solution should support custom security rules. Administrators should be able to define rules for the positive or negative security model and to create correlation rules with multiple criteria. | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 2.34 | The proposed WAF Solution should be configured with real-time threat intelligence on known malicious sources, such as: **Malicious IP Addresses**: Sources that have repeatedly attacked other websites **Anonymous Proxies**: Proxy servers used by attackers to hide their true location **TOR Networks**: Hackers who are using The Onion Router (TOR) to disguise the source of attack **IP Geolocation**: Geographic location where attacks are coming from and block access **Phishing URLs**: Fraudulent sites (URLs) that are used in phishing attacks. | | |
| 2.35 | The Proposed WAF Solution should accurately distinguish incoming traffic between human and bot traffic, identify "good" and "bad" bots; classify traffic by browser type, etc. It should have capability of BOT detection and Protection beyond signatures and reputation to accurately detect malicious and bots using client behavioral analysis, server performance monitoring, and escalating using JavaScript, Image and Sound CAPTCHA challenges. This information should drive WAF policy enforcement decisions, including handling bad and suspected bots. Administrators should also receive an alert (e.g. for monitoring purposes), or have capability to block the bot. | | |
| 2.36 | It should provide advanced BOT detection mechanism based on smart combination of signature-based and heuristic behavior analysis, reverse DNS lookup | | |
| 2.37 | The Web Application Firewall should have "Anti-Automation" protection which can block the automated attacks using hacking tools, scripts, frame work etc. | | |
| 2.38 | The Proposed WAF Solution should have Threat Intelligence to Identify New Attack Vectors. Community Defense feature gather suspicious Web requests, validate that requests are attacks, and transform identified attacks into signatures. | | |
| 2.39 | The Proposed WAF Solution should provide built-in L7 layer DDoS detection and mitigation features based on machine learning and behavioral analytics and dynamic signatures. It should have CAPTCHA support or other mechanism to avoid distributed attack. | | |
| 2.40 | Solution should support Behavioral L7 DDoS mitigation to detect attacks without human intervention. | | |
| 2.41 | Proposed solution should have capability to redirect Brute force attack traffic to Honey Pot page. | | |
| 2.42 | The Proposed WAF solution must provide capabilities to obfuscate sensitive field names to defeat Man-in-The-Browser Attacks | | |
| 2.43 | The Proposed WAF Solution must have an option to have "Comment Spam IP Feed" to Block IPs to reduce spam messages in forums and user boards of customer web applications. | | |
| 2.44 | The Proposed WAF Solution should Identify and limit / block suspicious clients, headless browsers and also mitigate client-side malwares | | |
| 2.45 | The Proposed WAF Solution should protect API based communication between client & servers using all the relevant WAF signatures. | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
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| 2.46 | Should provide encryption for user input fields to protect from browser-based malwares stealing users credentials | | |
| 2.47 | Solution should have the ability to build a base policy and inherit child policies from the same. Inheritance should support restricting modifications to the base policy settings | | |
| 2.48 | The Proposed WAF Solution must support deployment as inline proxy, one arm mode or similar. | | |
| 2.49 | On detecting an attack or any other unauthorized activity, the Web application firewall must be able to take the appropriate action. Supported actions should include the ability to drop requests and responses, block the TCP session, block the application user, or block the IP address. For particularly destructive attacks, the Web application firewall should be able to block the user or the IP address for a configurable period of time. | | |
| 2.50 | The solution must allow administrators to add and modify signatures. | | |
| 2.51 | Proposed Solution should have ability of HTTP response logging. | | |
| 2.52 | Solution should offer protection for FTP and SMTP protocols. | | |
| 2.53 | Solution should support user-written scripts, that provide flexibility to control application flows. | | |
| 2.54 | Proposed Solution Attack log entry should have action to accept further request like this in policy or reject such an attack in future. | | |
| 2.55 | Proposed Solution should have ability to differentiate DoS mitigation action based on Attacker Source IP, device fingerprint, URL or Geolocation. | | |
| 2.56 | Proposed Solution should have ability dynamically generate signatures for L7 DoS attacks. These signatures should be exportable for use on 3rd party systems. | | |
| 2.57 | Proposed solution should be able to track unused elements in the policy and suggest to remove them after a specified period of time | | |
| 2.58 | Proposed Solution should have ability to automatically detect software technology used on backend side to define signature sets required for defined Proposed Solution policy. | | |
| 2.59 | Proposed Solution should have ability to configure way to analyze request payload based on custom rules for each URL entry configured in the security policy | | |
| 2.60 | Proposed Solution should be able to track application changes over time and adjust config elements and rules based on that data. | | |
| 2.61 | The solution must support regular expressions for the following purposes: Signatures definition, Sensitive data definition, Parameter type definition, Host names and URL prefixes definition, Fine tuning of parameters that are dynamically learnt from the web application profile. | | |
| 2.62 | The WAF instance should have option to enable x-forwarder option per service to log actual client IP in webserver logs even deployed in Reverse Proxy mode. | | |
| 2.63 | The proposed solution should support min 800 contexts or partitions or multiple profiling separately for each application without any additional license. | | |
| 2.64 | Separate policies should be applied for different applications configured on the same WAF | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 2.65 | The solution should have pre-built templates for well-known applications eg, ActiveSync, SAP, Oracle Applications/Portal. Solution should have the ability to build a base policy and inherit child policies from the same. Inheritance should support restricting modifications to the base policy settings | | |
| 2.66 | All web facing applications are to be integrated to WAF without any limitation on the number of application.<br><br>Solution should support the deployment modes based on application needs | | |
| 2.67 | Should support Integrated Web Application Load balancing that helps to reduce latency and gives singular window of management. WAF & Load balancer should be on the same virtual instance | | |
| 2.68 | "Solution should support below load balancing algorithm:<br>Round Robin<br>Ratio<br>Least Connections<br>Weighted Least Connection<br>Ratio Least Connection " | | |
| 2.69 | "Solution should support below persistence methods:<br>Cookie Persistency<br>Source Address<br>Destination Address" | | |
| 2.70 | Solution should support below monitors:<br><br>FTP,<br>Gateway ICMP,<br>HTTP,<br>HTTPS,<br>ICMP,<br>SOAP,<br>TCP,<br>TCP Half Open,<br>UDP | | |
| 2.71 | The proposed model should be scalable to support the following optional additional features to ensure application security and business continuity with licenses as below with or without additional cost: Remote Access via SSL VPN & SSO Solution - To control & secure user access of Internal Applications<br>Global Server Load Balancing - To load balance the traffic across multiple sites based on Geo location, latency and other metrics<br>DNS Firewall - To protect from dns based attacks<br>DDoS Protection - To protect against L4 DDoS attacks | | |
| 2.72 | Proposed solution should be able to integrate with external SSL visibility solution | | |
| 2.73 | Proposed solution should also integrate with SIEM i.e. IBM Qradar | | |
| 2.74 | The solution should also support sending of logs in CEF (Common Event Format) standard | | |
| 2.75 | Management solution should support Role-Based Access Control or multiple user roles that facilitate separation of duties. i.e. Administrator (Super-User), Manager, SSL Certificate Manager | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
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| 2.76 | Proposed solution should support multiple administration domains (or partitions) to configure and administer the system. This would include support for using remote authentication servers (e.g. LDAP, Windows AD, RADIUS and TACACS+) to store system user accounts. | | |
| 2.77 | Where a single WAF instance maybe dedicated for an entire ministry, the Proposed solution should be able to delegate management of web application security contexts to individual department within specific ministry. Individual department application security owners should have modification and visibility rights only to their own department. | | |
| 2.78 | Proposed solution should provide account creation with access level that can Provides User roles that can be assigned such as Administrator, Resource Administrator, User Manager, Manager, Application Editor, Application Security Policy Editor, Operator, or Guest. It can be no access for user account to system resources <br><br> Provide administrative partition(similar) where it limit user access to certain device objects which include entities that user accounts can manage and place in administrative partition. | | |
| 2.79 | Proposed Solution should have Role-based management with user authentication. There should be web application security administrator (or similar)whom has access to web security policy objects in web profile, modify web profiles but cannot create or delete those profiles, and web application security editor(or similar) whom configure or view most parts of the web security policy object in specific controlled partition holding the policy and profile objects. | | |
| 2.80 | Organization should be able to deploy or remove the Web application firewall from the network with minimal impact on the existing Web applications or the network architecture. | | |
| 2.81 | Should be able to view and compare policies. | | |
| 2.82 | Should be able to manage Bot Defense with real-time visibility to reflect the amount of automation traffic hitting the applications. | | |
| 2.83 | Should provide extensive visibility into the health and performance of applications with dashboards to highlight applications with longest response time, top HTTP transactions, Top connections. | | |
| 2.84 | Reporting and logging of all HTTP data and the application level including HTTP headers, form fields, and the HTTP body. <br> Support proper Reporting and Logging facilities. | | |
| 2.85 | Solution Should have centralized Management that provides a unified point of control for the Web Application Firewall. Push centralized software updates. | | |
| 2.86 | Solution should be able to manage policies, licenses, SSL certificates, Letsencrypt certificates, images, and configurations for all the WAF instances | | |
| 2.87 | Should have predefined roles/permissions configurations to manage who can see application dashboards and edit and deploy services and policies for application delivery and security. | | |
| 2.88 | Should be able to report events via standard mechanisms, for example, to a syslog or SNMP server or a SIEM solution. | | |
| 2.89 | The solution must support generation/ both predefined as well as custom built reports as per Organization's requirements with both tabular views, pdf and data analysis graphical views. | | |

| Item No | Minimum Requirement | Compliance (Yes/No) | Remark / Reference Page# |
|---|---|---|---|
| 2.90 | Solution should have the option to classify the bad or suspected bot type and provide detailed dashboard based on the bad/suspected BOT types | | |
| 2.91 | "The solution must have an integrated dashboard containing various features of alert and report generation including:<br>a. CPU Usage<br>b. Memory Usage<br>c. Connections Statistics<br>d. Throughput Statistics (Client Side and Server-Side throughput)<br>e. Application services Status<br>f. Application Server Status" | | |
| 2.92 | OEM (principle) of the Proposed Solution should provide regular updates to geo-location database from their public downloads website | | |
| 2.93 | should have Support Centers / Service Center or 24x7x365 TAC Support | | |

## 3. User acceptance testing (UAT)

Bidder shall provide a testing and commissioning plan in clearly indicating all the parameters to be tested against the expected outcomes for the total solution.

# Section VI Conditions of Contract

**1. Definitions**

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

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

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

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

"Day" means calendar day.

"Completion" means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"CC" means the Conditions of Contract.

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

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

"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

"Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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

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

**2. Contract**

2.1 Subject to the order of precedence set forth in the Contract

**Documents**     Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Fraud and Corruption**

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

> *"corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*

> *"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;*

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

> *"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.*

**4. Interpretation**

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

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by

an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **Contract Data.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

**10. Settlement of Disputes**

**10.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**10.2** If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995**.**

**10.3** Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the

Supplier.

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| **11. Scope of Supply** | 11.1 | The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| **12. Delivery and Documents** | 12.1 | Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data.** |
| **13. Supplier's Responsibili-ties** | 13.1 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12. |
| **14. Contract Price** | 14.1 | Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. |
| **15. Terms of Payment** | **15.1** | The Contract Price, shall be paid as specified in the **Contract Data.** |
| | **15.2** | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract. |
| | **15.3** | Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. |
| **16. Taxes and Duties** | 16.1 | The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| **17. Performance Security** | **17.1** | If required as specified in the **Contract Data**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract**.** |
| | **17.2** | The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | **17.3** | As specified in the **Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the **Contract Data,** or in another format acceptable to the Purchaser. |
| | **17.4** | The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty |

obligations**.**

| | | |
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| **18. Copyright** | 18.1 | The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |

**19. Confidential Information**

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.  Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract.  Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**20.  Subcontract-ing**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

**21. Specifications and Standards**

21.1 Technical Specifications and Drawings

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22. Packing and Documents**  22.1  The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

**23. Insurance**  23.1  Unless otherwise specified in the **Contract Data,** the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery**.**

**24. Transportation**  24.1  Unless otherwise specified in the **Contract Data,** responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

**25. Inspections and Tests**  25.1  The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Contract Data.**

25.2  The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Contract Data.**  Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3  The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4  Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.  The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5  The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Contract Data.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

**27. Warranty**

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

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

27.3 Unless otherwise specified in the **Contract Data,** the warranty shall remain valid for thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.

27.4 The Purchaser shall give notice to the Supplier stating the nature

of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5    Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6    If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent Indemnity**

28.1    The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

the sale in any country of the products produced by the Goods.

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

28.2    If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3    If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4    The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

**31. Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods,

epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders and Contract Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

the method of shipment or packing;

the place of delivery; and

the Related Services to be provided by the Supplier.

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

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

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

**33. Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26,

unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

**34. Termination**    34.1   Termination for Default

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

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

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

34.2   Termination for Insolvency.

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

34.3   Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-

eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

> *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.*

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

# Section VII.  Contract Data

# Contract Data

**The following Contract Data shall supplement and / or amend the Conditions of Contract (CC).  Whenever there is a conflict, the provisions herein shall prevail over those in the CC.**

| | |
|---|---|
| **CC 1.1(h)** | The Purchaser is: **Information and Communication Technology Agency of Sri   Lanka** |
| **CC 1.1 (l)** | The Project Site(s)/Final Destination(s) are: **Lanka Government Cloud 2.0** |
| **CC 8.1** | For **notices**, the Purchaser's address shall be: Attention: Head of Procurement Address: Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 05. Telephone: 2369099,2369100 Facsimile number: 2369091 Electronic mail address: procurement@icta.lk |
| **CC 15.1** | **The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:** Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the usability of bandwidth  have been made available  and that all other contracted Services have been performed. **Package 01: Procurement of Subscriptions Renewal & Expansion of Red Hat Open Stack Software for Lanka Government Cloud (LGC 2.0)** |

| Package No: | Deliverable | Due Date | Payment Options |
|---|---|---|---|
| 1 | Red Hat OpenStack Platform (without guest OS) with Smart Management, Premium (2-sockets) | Subscription should be done within **2 weeks** from the date of Signing the contract. | 100% of the total contract price, upon successful completion of subscription along with Subscription confirmation and any other supporting documents. |
| | Red Hat OpenStack Platform with Smart Management, Premium (2-sockets) | | |
| | Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) | | |

| | | Red Hat Ceph Storage, Premium (Up to 512 TB on a maximum of 25 Physical Nodes) | | |
| | | Virtual Training for below modules | | |
| | | I. Core Operations for Cloud Operations | | |
| | | II. Infrastructure Configuration for Cloud Administrations and RedHat Ceph Storage Architecture and Administration | | |

**Package 02: (Procurement of Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0))**

| Package No: | Deliverable | Due Date | Payment Options |
|---|---|---|---|
| 2 | Supply, Installation and Support of Virtual Web Application Firewall for Lanka Government Cloud (LGC 2.0)<br><br>Upon completion of User Acceptance Testing (UAT) report along with supporting documents | Within **2 Weeks** from the date of Signing the Contract | **Annual Payment Basis**<br><br>**1st Year Payment:**<br>1/3 of the contract price, upon successful completion UAT along with Subscription confirmation and any other supporting documents.<br><br>**2nd Year Payment:**<br>1/3 of the total contract price at the beginning of the 2nd Year.<br><br>**3rd Year Payment:**<br>1/3 of the total contract price at the beginning of the 3rd Year.<br><br>Note: Licencing Year commencing from the date of successfully completion of UAT |

| CC 17.1 | The supplier shall provide a Performance Security. This shall be an amount equal to ten (10) percent of the contract price (excluding VAT). Performance Security shall be submitted within 14 days of the notification of the contract award from the purchaser and it shall be valid up to 28 days following the date of Compilation of the Supplier's performance obligations under the contract, including any warranty obligations. (*i.e Two weeks + Three Years +28 Days from the Date of signing the* |
|---|---|

| | |
|---|---|
| | *Contract)* |
| **CC 17.3** | Format of the Performance Security is given in the Section VIII |
| **CC 25.1** | All items and specifications provided in the Section -V of the bidding document. |
| **CC 26.1** | The liquidated damage shall be 1% of the contract price per week or part of week thereof. The maximum amount of liquidated damages shall be ten percent (10 %) of the total contract price. |
| **CC 27.3** | Comprehensive warranty period shall be :<br>Package 01: Three years form the date of Technical Acceptance<br>Package 02: Three years form the date of Technical Acceptance |
| **CC 27.5** | Three years after the Warranty Period |
| **CC 27.6** | Indicated in the SLA |
| **C 27.7** | Service Level Agreement<br>(A) The Supplier MUST make qualified personnel available to the Purchaser by telephone, email or web access for the reporting and resolution of the problems during Support Services Subscription period.<br><br>(B) Annually four (4) dedicated preventive maintenance services shall be provided by the bidder during the period of the Support Services Subscription.<br><br>(C) The Supplier MUST provide maintenance and support services 24 hours per day/ 7 days per week without any additional cost.<br><ul><li>Times: 24 x 7 x 365</li><li>Emergency Patches: Yes</li></ul><br><table><tr><th>Severity Level</th><th>Target Response</th></tr><tr><td>Level 1</td><td>1 hour</td></tr><tr><td>Level 2</td><td>2 hours</td></tr><tr><td>Level 3</td><td>4 business hours</td></tr><tr><td>Level 4</td><td>8 business hours</td></tr></table><br>(D) Package No2:<br><ul><li>Successful bidder shall work with application service provider to diagnose the issues during non-availability of the website/apps services under WAF.</li><li>The selected bidder should integrate new applications with proposed WAF as and when requested, within 1 working day of having raised such a request.</li><li>Successful Bidder must provide Escalation Matrix for incidents and any change in designation. Substitution of individuals must be informed to the ICTA immediately.</li></ul> |

| | (E) The supplier shall adhere to the Incident classification and resolution times as given below; |
|---|---|
| | **Severity 1 (Urgent)**<br>A problem that severely impacts in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts business operations and no procedural workaround exists. |
| | **Severity 2 (High)**<br>A problem where the software is functioning but use in a production environment is severely reduced. The situation is causing a high impact to portions of business operations and no procedural workaround exists. |
| | **Severity 3 (Medium)**<br>A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on business, but business continues to function, including by using a procedural workaround. For development environments, where the situation is causing project to no longer continue or migrate into production. |
| | **Severity 4 (Low)**<br>A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on business or the performance or functionality of system. For development environments, there is a medium-to-low impact on business, but business continues to function, including by using a procedural workaround. |

# Section VIII.  Contract Forms

# Table of Forms

**1. Contract Agreement**

**2. Performance Security**

**3. Advance Payment Bank Guarantee**

# Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1)     *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of ………….. or corporation* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2)     *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain products and ancillary services, viz., *[insert brief description of products and Services]* and has accepted a Bid by the Supplier for the supply of those products and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.     In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.     The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

*(a)*     This Contract Agreement

*(b)*     Contract Data

*(c)*     Conditions of Contract

*(d)*     Technical Requirements (including Schedule of Requirements and Functional Specifications)

*(e)*     The Supplier's Bid and original Price Schedules

*(f)*     The Purchaser's Notification of Award

*(g)*      *[Add here any other document(s)]*

3.     This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4.     In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5.  The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Products and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.


For and on behalf of the Purchaser


Signed:   *[insert signature]*

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

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


For and on behalf of the Supplier


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

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

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

# Performance Security

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

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

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

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

**Date:** ----------------------------

**PERFORMANCE GUARANTEE No.:** ------------------------

We have been informed that ------------------ *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. --------------- *[reference number of the contract]* dated ------------- with you, for the -------------- *Supply* of ------------------- *[name of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ---------------- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ------------ *[amount in figures]* (--------------) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. day of ……, 20.. *[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

_____
*[signature(s)]*

# Guarantee for Advance Payment

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

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

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

*[issuing agency's letterhead]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[1] in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[2]].* _____

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

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[1]    *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

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