



BIDDING DOCUMENT

National Competitive Bidding (NCB)

Supply and Installation of Video Conferencing Facilities for Ministries and Government Institutions – Phase I of Stage 1

IFB No: ICTA/SG2/GOSL/NCB/GOODS/2018/001

JULY 2018



Information and Communication Technology Agency of Sri Lanka

Invitation for Bids (IFB)

Supply and Installation of Video Conferencing Facilities for Ministries and Government Institutions – Phase I of Stage 1

ICTA/SG2/GOSL/NCB/GOODS/2018/001

1. The Chairman, Project Procurement Committee (PPC) on behalf of Information and Communication Technology Agency of Sri Lanka (ICTA) that functions under the purview of Ministry of Telecommunication and Digital Infrastructure, now invites sealed bids from eligible and qualified bidders for **Supply and Installation of Video Conferencing Facilities for Ministries and Government Institutions**.

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

2. Bidding will be conducted using the **National Competitive Bidding (NCB)** procedure that shall be governed by the procurement guidelines of the Government of Sri Lanka and is open to all eligible bidders that meet the eligibility and qualification requirements given below:
 - Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.
 - Detailed list of similar local projects/orders that the bidder has completed successfully during the period of last three (03) years ending on the deadline of bid submission.
3. Interested eligible bidders may obtain further information from Procurement Division, Segment 2, ICTA, No. 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 and inspect the bidding documents free of charge during office hours (9:00 hrs – 16:00 hrs) on working days commencing from **July 2, 2018** at the office of ICTA at the above address. Telephone: 011 2369099, Facsimile: 011 2369091, email: procurementsg2@icta.lk. Bidding documents are also available on ICTA Website (<https://www.icta.lk/procurement/>) only for inspection purposes.
4. A complete set of Bidding Documents in English Language may be purchased by interested bidders on submission of a written application and upon payment of a non-refundable fee of **Sri Lankan Rupees Fifteen Thousand (LKR 15,000.00)** effective from **July 02, 2018** during office hours on working days from the office of the ICTA at 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.
5. A Pre-bid meeting which potential bidders may attend will be held at **1100 hrs on July 12, 2018** at the office of ICTA at the above address. The bidders are advised to attend this meeting.

6. Bids must be delivered to Chairman, Project Procurement Committee, Information and Communication Technology Agency of Sri Lanka, No. 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 at or before **1500 hrs on July 24, 2018**. Late Bids and Bids sent electronically will not be accepted and will be rejected.
7. All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the bidding document in the amount of Sri Lankan Rupees Eight Hundred Eighty Thousand (LKR 880,000.00).
8. Bids shall be valid for a period of 90 days from the date of deadline for submission of the bids.
9. Bids will be opened immediately after the deadline for submission of bids, in the presence of bidders and/or their authorized representatives who choose to attend in person at the address stated above.

Chairman
Project Procurement Committee
Information and Communication Technology Agency of Sri Lanka
160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05

Section I. Instructions to Bidders (ITB)

General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
2. **Source of Funds**
 - 2.1 Payments under this contract will be financed by the source specified in the BDS.
3. **Ethics, Fraud and Corruption**
 - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) *“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*

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

(c) *“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and*

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

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

4. Eligible Bidders

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

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

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

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

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

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

5 Eligible Goods and Related Services

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

Contents of Bidding Documents

- 6 Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of 1 Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Invitation for Bid
- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V – Schedule of Requirements
- Section VI – Conditions of Contract
- Section VII – Contract Data
- Section VIII – Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7 Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
- 8 Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

- 9 Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10 Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
- 11 Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 12 Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13 Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14 Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 15 Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
- 16 Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17 Documents Establishing the Conformity of the Goods and Related Services** 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

**18 Documents
Establishing the
Qualifications of
the Bidder**

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization if required in the BDS, using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19 Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20 Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by an institution acceptable to Purchaser.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

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

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - (i) *sign the Contract in accordance with ITB Clause 42;*
 - (ii) *furnish a Performance Security in accordance with ITB Clause 43.*

21 Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

22 Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23 Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25 Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” or “Modification;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26 Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.

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

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

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

Evaluation and Comparison of Bids

27 Confidentiality

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

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the

bids or contract award decisions may result in the rejection of its Bid.

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

28 Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29 Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

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

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

30 Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31 Preliminary Examination of Bids

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32 Examination of Terms and Conditions; Technical Evaluation

- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33 Conversion to Single Currency**
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34 Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35 Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

- 36 Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37 Post qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
- Award of Contract**
- 39 Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40 Purchaser's Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed fifteen percent (15%) of the total quantity and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41 Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42 Signing of Contract

- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43 Performance Security

- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Information and Communication Technology Agency of Sri Lanka
ITB 1.1	The name and identification number of the Contract are: Supply and Installation of Video Conferencing Facilities for Ministries and Government Institutions – Phase I of Stage 1 Contract Number: ICTA/SG2/GOSL/NCB/GOODS/2018/001 To qualify for evaluation, Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be 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: Attention: Procurement Division, Segment 2 Address: Information and Communication Technology Agency of Sri Lanka 2 nd Floor, No. 160/24, Kirimandala Mawatha, Colombo 5. Telephone: 0112369099 -100 Facsimile numbers is 0112369091 e-mail: procurementsg2@icta.lk A Pre-bid meeting will be held: Yes Date: July 12, 2018 Time: 1100 hrs. Venue: Information and Communication Technology Agency of Sri Lanka, (2 nd floor) 160/24, Kirimandala Mawatha, Colombo 5. Clarifications may be requested no later than 07 days before the deadline for submission of bids.
	C. Preparation of Bids
ITB 13.1	Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected.

ITB 14.3	<p>The bidder may quote for following minimum quantities:</p> <table border="1" data-bbox="379 264 1372 1061"> <thead> <tr> <th data-bbox="379 264 528 338">Item No.</th> <th data-bbox="528 264 1166 338">Description</th> <th data-bbox="1166 264 1372 338">Quantity/Units</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 338 528 472">01</td> <td data-bbox="528 338 1166 472">Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application</td> <td data-bbox="1166 338 1372 472">01</td> </tr> <tr> <td data-bbox="379 472 528 533">02</td> <td data-bbox="528 472 1166 533">Video Conference Endpoint</td> <td data-bbox="1166 472 1372 533">40</td> </tr> <tr> <td data-bbox="379 533 528 593">03</td> <td data-bbox="528 533 1166 593">Display Panel 55"</td> <td data-bbox="1166 533 1372 593">80</td> </tr> <tr> <td data-bbox="379 593 528 654">04</td> <td data-bbox="528 593 1166 654">Mobile Stand</td> <td data-bbox="1166 593 1372 654">40</td> </tr> <tr> <td data-bbox="379 654 528 714">05</td> <td data-bbox="528 654 1166 714">UPS</td> <td data-bbox="1166 654 1372 714">40</td> </tr> <tr> <td data-bbox="379 714 528 1061" rowspan="4">06</td> <td data-bbox="528 714 1166 761">Patch Cord - Cat 6</td> <td data-bbox="1166 714 1372 761">40 nos.</td> </tr> <tr> <td data-bbox="528 761 1166 913">Cable laying Cat 6 (With the PVC/conduit/casing and necessary materials. Payment will be made "Measure and pay basis")</td> <td data-bbox="1166 761 1372 913">800m (Approx.)</td> </tr> <tr> <td data-bbox="528 913 1166 960">Faceplate (Single) with Keystone & Sunk Box</td> <td data-bbox="1166 913 1372 960">40</td> </tr> <tr> <td data-bbox="528 960 1166 1061">Termination, Labelling & Testing of a UTP Network node including all materials</td> <td data-bbox="1166 960 1372 1061">40</td> </tr> </tbody> </table>	Item No.	Description	Quantity/Units	01	Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application	01	02	Video Conference Endpoint	40	03	Display Panel 55"	80	04	Mobile Stand	40	05	UPS	40	06	Patch Cord - Cat 6	40 nos.	Cable laying Cat 6 (With the PVC/conduit/casing and necessary materials. Payment will be made " Measure and pay basis ")	800m (Approx.)	Faceplate (Single) with Keystone & Sunk Box	40	Termination, Labelling & Testing of a UTP Network node including all materials	40
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ITB 18.1 (a)	<p>Manufacturer's Authorization is required for following Items:</p> <p>Item 1: Multi-Point Video Conferencing Unit (MCU)</p> <p>Item 2: Video Conference Endpoint</p> <p>Item 3: Display Panel 55"</p>																											
ITB 19.1	<p>The bid validity period shall be Ninety days (90) days from the date of bid closure, accordingly the bid shall be valid until October 23, 2018.</p>																											
ITB 20.1	<p>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"</p>																											
ITB 20.2	<p>The amount of the Bid Security shall be as follows;</p> <p>Sri Lankan Rupees Eight Hundred Eighty Thousand (LKR 880,000.00)</p> <p>Bid Security shall be issued in favor of;</p> <p>Chief Executive Officer Information and Communication Technology Agency of Sri Lanka 2nd Floor, No. 160/24, Kirimandala Mawatha, Colombo 5.</p>																											
ITB 20.2 (f)	<p>Bid Security shall be valid for a period of 30 days beyond the original validity period of bids (up to, November 23, 2018) or beyond any period of extension subsequently requested under ITB clause 19.</p>																											

D. Submission and Opening of Bids	
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p>Supply and Installation of Video Conferencing Facilities for the Ministries and Government Institutions – Phase I of Stage</p> <p>IFQ Number: ICTA/SG2/GOSL//NCB/GOODS/2018/001</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Procurement Division, Segment 2 Address: Information and Communication Technology Agency Lanka 2nd floor, 160/24, Kirimandala Mawatha, Colombo 05</p> <p>The deadline for the submission of bids is:</p> <p>Date: July 24, 2018</p> <p>Time: 1500 hrs</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: Information and Communication Technology Agency, 2nd floor, No.160/24, Kirimandala Mawatha, Colombo 05.</p> <p>Date: July 24, 2018</p> <p>Time: 1500 hrs (immediately after deadline for bid submission)</p>
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

- i. The Bidder shall furnish documentary evidence that it meets the following financial requirements:
 - a. Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.
 - b. The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payment to meet the cash flow requirement of 1.5 time of the bid price.
 - c. 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;

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

- ix. Bidder also should be registered partner of manufacturers of relevant application software/Hardware systems.
- x. Bidder shall submit proof of authorization letter for all solutions from Manufacturers of Application software/hardware vendor.
- xi. Bidder shall be the authorized local representative/partner of all key components proposed. Such as application software, hardware and networking components. Supportive documents from principals/manufactures should be submitted.
- xii. All data sheets and documents should be publicly available.

Section IV. Bidding Forms

Table of Forms

- 1. Bid Submission Form**
- 2. Price Schedule**
- 3. Bid Guarantee**
- 4. Manufacturer's Authorization**

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: *[* insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

2. Price Schedule

Item No (1)	Description of Goods or related services (2)	Qty. and unit (3)	Unit price Excluding VAT LKR (4)	Total Price Excluding VAT LKR (5)= (3) x (4)	VAT LKR (6)	Total Price Including VAT LKR (7)= (5) +(6)
01	Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application	01				
02	Video Conference Endpoint	40				
03	Display Panel 55"	80				
04	Mobile Stand	40				
05	UPS	40				
06	Structured Cabling					
	6.1 Patch Cord - Cat 6	40 nos.				
	6.2 Cable laying Cat 6 (With the PVC/conduit/casing and necessary materials. Payment will be made "Measure and pay basis")	800m (Approx.)				
	6.3 Faceplate (Single) with Keystone & Sunk Box	40				
	6.4 Termination, Labelling & Testing of a UTP Network node including all materials	40				
Total						

3. Bid Guarantee

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

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

***Beneficiary:** ----- *[name and address of Purchaser]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

4. Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Section V.

Schedule of Requirements

1. List of Goods and Related Services

1.1 Delivery Schedule (Project Sites)

2. Training and Awareness

3. Technical Specifications & General Requirements

4. Architectural Drawings

5. User Acceptance Test and Operational Acceptance Test

Video Conferencing Facilities to the Ministries and Government Institutions – Phase 1 of Stage I

1.0 Introduction:

The Government of Sri Lanka (GoSL) recognized the critical role that ICT can play in fostering social integration, peace, growth, and poverty reduction. The Government intends to use ICT to improve the reach and responsiveness of public services, reduce transaction costs to business, make government more transparent and accountable, and address the urgent needs of poor communities and isolated regions.

The key elements and objectives of the ICT program articulated by the government are to (i) develop the necessary capacity to lead and implement an ambitious ICT program; (ii) rapidly develop the required digital infrastructure across the country to effectively serve all citizens; (iii) create an enabling environment for the knowledge economy; (iv) develop specialized ICT skills and broad ICT literacy at all levels of education; (v) deliver faster, more efficient, and more transparent government services to all citizens and businesses; (vi) use ICT as a lever for social development; and (vii) create jobs through a dynamic and competitive ICT sector and through diffusion of ICT across the nation.

The Government of Sri Lanka initiated number projects to enhance the Government Services to its stakeholders. Through Lanka Government Network project around 860 Government institutions have been connected to single network infrastructure. The ICTA is working with the Government organizations to transform offering of Government services through Digital technologies. Therefore, it is important that Ministries and Government Institutions are adequately provisioned with Video Conferencing facilities to hold and conduct meetings instead of the Ministers and Government high officials travelling to meeting locations by spending cost and money on travelling and spending valuable time which they can use for other productive initiatives. The Video Conferencing facility at the Ministries and key Government Institutions will reduce costs, improve efficiency, faster decision making and save time to serve the Citizens better and faster.

1.1. Concise statement of the objectives;

To improve the efficiency, speed-up decision making, reduce costs and save time of the Ministers and Government officials to better serve the Citizens by adapting Video Conferencing solution within the Ministries and Government organizations.

1.2 Implementation approach

The Ministers, Secretaries and higher officials who are involved in the strategic decision making process require frequent travel between Government institutions to hold meetings. The process involves high expenses on travel and requires spending valuable time on the road.

Therefore, ICTA will identify Government organizations, inclusive of all the Ministries, line departments, in Phase 1 of Stage 1 of the project for implementation of Video Conferencing facilities.

1. List of Goods and Related Services

Item No	Description of Goods	Quantity Units	Delivery and Installation	Related Services
01	Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application	01	Within 8 Weeks from the date of contract	Supply, Delivery, Installation, Commissioning and Maintenance
02	Video Conference Endpoint	40	Within 20 Weeks from the date of contract	
03	Display Panel 55"	80		
04	Mobile Stand	40		
05	UPS	40		
06	Structured Cabling	800m (Approx.)		

Delivery Schedule (Project Sites)

Below is the delivery schedule for implementation of specified goods.

Item No	Description of Goods	Quantity Units	District	Project Sites
01	Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application	01	Colombo	Lanka Government Information Infrastructure (LGII) – ICTA
02	Video Conference Endpoint	40	Colombo	1. Presidential Secretariat 2. Prime Minister's Office (Temple Trees) 3. Ministry of Home Affairs 4. Ministry of Local Government and Provincial Councils 5. Colombo District Secretariat 6. Chief Secretary's Office - Western Province 7. Ministry of Telecommunication, Digital Infrastructure and Foreign Employment 8. ICT Agency of Sri Lanka 9. Ampara District Secretariat 10. Anuradhapura District Secretariat 11. Chief Secretary's Office - North Central Province 12. Badulla District Secretariat 13. Chief Secretary's Office - Uva Province 14. Batticaloa District Secretariat 15. Galle District Secretariat 16. Chief Secretary's Office - Southern Province 17. Gampaha District Secretariat 18. Hambantota District Secretariat 19. Jaffna District Secretariat 20. Chief Secretary's Office - Northern Province 21. Kalutara District Secretariat 22. Kandy District Secretariat
03	Display Panel 55”	80	Colombo	
04	Mobile Stand	40	Colombo	
05	UPS	40	Colombo	
06	Structured Cabling	800m (Approx.)	Colombo	
			Colombo	
			Ampara	
			Anuradhapura	
			Anuradhapura	
			Badulla	
			Badulla	
			Batticaloa	
			Galle	
			Galle	

			Kandy Kegalle Kilinochchi Kurunegala Kurunegala Mannar Matale Matara Monaragala Mullaitivu Nuwara-Eliya Polonnaruwa Puttalam Ratnapura Ratnapura Trincomalee Trincomalee Vavuniya	23. Chief Secretary's Office - Central Province 24. Kegalle District Secretariat 25. Kilinochchi District Secretariat 26. Kurunegala District Secretariat 27. Chief Secretary's Office - North Western Province 28. Mannar District Secretariat 29. Matale District Secretariat 30. Matara District Secretariat 31. Monaragala District Secretariat 32. Mullaitivu District Secretariat 33. Nuwara-Eliya District Secretariat 34. Polonnaruwa District Secretariat 35. Puttalam District Secretariat 36. Ratnapura District Secretariat 37. Chief Secretary's Office - Sabaragamuwa Province 38. Trincomalee District Secretariat 39. Chief Secretary's Office - Eastern Province 40. Vavuniya District Secretariat
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*The above Project sites are subject to change.

For complete details please find Annex 1

2. Training and Awareness

- I. Comprehensive User Training shall be provided to the officials of the organization as specified on the equipment installed. Training shall be hands-on and on site. Training shall be provided to around 20 officials including technical staff of the organization. In addition, bidder should provide the separate training session for all head of the organization.
- II. Comprehensive Administrator training shall be provided on Multi-Point Video Conferencing Unit to the technical staff of LGII and ICTA minimum of 10 officials.
- III. ICTA shall arrange launch of the project to the stakeholders. During this event awareness session will be conducted for officials around 100. The bidder is expected to setup an experience center at the event venue for demonstration and for user experience, and also resource personnel.

3. Technical Specifications & General Requirements

3.1 Technical Specifications

The Technical specifications may be provided in the following format. The bidder shall fill the columns 6 and 7. Bidder’s failure to provide the information requested in the columns 6 and 7 may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 6 and 7 and the other technical information attached to the bid, the information provided herein shall take precedence.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Line Item No	Description of Goods or Related Service	Sub Component	Technical Specifications and Standards				
			Minimum Requirements		Bidder’s Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied	Technical Reference-Page Number/s
			Detail	Priority (Sub-components will consider as Critical during the evaluation mark as “C”)			
1	Multi-Point Video Conferencing Unit (Bridging System)	Brand	(Specify)	“C”			
		Model/Type/Version	(Specify)	“C”			
		Country of Origin	(Specify)	“C”			
		Country of Manufacture	(Specify)	“C”			
		Year of manufacture	(Specify)	“C”			
		Capacity	Multi-point video Conferencing Solution shall capable of	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			offering a Full High Definition in real-time with intelligent built-in capability for dynamic bandwidth, resolution matching to give each user a better experience based on available bandwidth.				
		Scalability	System shall scale out with cascading physical/virtual appliances for distributed Processing architecture support from Day 1	“C”			
		Interoperability	MCU shall support various well-known video conferencing endpoints within last 05 years	“C”			
		No. of Concurrent Meetings	Minimum 10 meetings (shall be able to scale up and scale out)				
		Concurrent Sessions	Connect with 1080 30 fps Full HD 40 ports (shall be able to scale out horizontally)	“C”			
		Licencing	Please specify in detail (Same system shall be able to scale up to 10x for future expansions)	“C”			
		High Availability	Active - Active	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Video Resolutions and Frame Rate	Support video resolutions SD, HD, Full HD up to 1080p 60fps	“C”			
		Video Standards	Support the latest video coding standard H.265 or H.264 (HP) Support for better/higher codecs shall be available as free upgrade	“C”			
			HTML5/WebRTC, SIP, TIP (Telepresence Interoperability Protocol), H.323, WebM, VP8 Microsoft RTV	“C”			
			Support up to 1080p 60fps or more on all ports with AES 128/256-bit encryption	“C”			
			Content sharing H.239 and BFCP support with HD 1080p or better resolution with all system including H.323 and SIP based endpoint.	“C”			
		Audio Standards	Support wideband Audio Protocols AAC-LD Speex Opus G.722, G.722.1, G.722.1c, G.728, G.729a, G.711a/u (Other Specify)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Automatic Gain Control				
			Automatic Noise Suppression				
		Volume Control	End-point volume control (During the conference)				
		Management Tools	Web-based management, users should manage their own conference such as mute, disconnect and lock conference on his own.	“C”			
			Ability to handle packet loss in between 15-20% to deliver consistent quality of video to end-users	“C”			
			REST API/SDK for assets, monitoring, configuration and diagnostics (Please provide full documentation)	“C”			
			System should support Meeting Recording Facility (Audio/Video) for 300 mins in HD)	“C”			
			System should backup all past meeting to a NAS.				
			Backup and Restore	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Security	Encryption Protocol H.233 (AES) / H.234 (AES) / H.235 (AES) (Please Specify)	“C”			
			Media Encryption AES 128 / AES 256	“C”			
			TLS 1.1 / 1.2 / 1.3	“C”			
			All control data should be able to authenticated and encrypted (TLS /SSL) Field industry-standard strong cryptography protection of communications	“C”			
			Web UI/SNMP, whitelists	“C”			
			Other (Specify)				
		Layout	Personal layout, automatic and dynamic layouts,	“C”			
		Quality of service (QoS)	Support QoS	“C”			
		Network Port (IEEE 802.3)	Network Interface supporting 10/100/1000 Mbps (with Redundancy)	“C”			
		Internet Protocol (IP)	IPv4/IPv6	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		NAT/Firewall Traversal Support	Shall Support NAT/Firewall traversal ability to connect all the above ports from internet and intranet	“C”			
		Virtual Meeting Room Facility	Create Virtual Meeting Rooms on the MCU to facilitate Multi-Party Conferencing with H.323 devices, desktop users and mobile users.	“C”			
		Management Server	Central directory in management server which can be seen by All Users.	“C”			
			Shall have the capability to add specific far site systems to central directory and dial.	“C”			
			Each user should have capability to conduct multiparty conference at any time. The Desktop/ Mobile users Should be able to share the Conference URL used by the Guests to join the conference without requiring create login credentials.	“C”			
		MCU Administrator Privileges	Per Single User <ul style="list-style-type: none"> • Create • Delete 	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			<ul style="list-style-type: none"> • Temporary Disable • Change the password 				
			<p>User Group Management</p> <ul style="list-style-type: none"> • Create a User Group • Delete a User Group • Set, per User Group, limits such as: <ul style="list-style-type: none"> ➤ Managing Maximum Bandwidth ➤ Maximum Number of Participants who can join the conferences of the users who belong to the group 	“C”			
			<p>Virtual Room Management:</p> <ul style="list-style-type: none"> • Create Virtual Meeting Rooms (Public / Private) • Assign PIN to Join Meeting <ul style="list-style-type: none"> • Virtual Room Control (Ability to 	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Lock/ Disable the Room)				
			Centrally control, manage, and deploy the software used by desktop systems.	“C”			
			Uploads a new software version to the management server all of the Users should be able to upgrade to it with minimal user intervention.	“C”			
		Endpoint User Privileges	Add/remove participants	“C”			
			Meeting Arrangements	“C”			
			On demand voice/video recording	“C”			
			Other (Specify)				
		LDAP/AD Integration	CDR must be available via the system whenever it’s required and support integration with LDAP/AD.	“C”			
		Reporting & Logging	System should provide logs for troubleshooting and debugging.	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Meeting Monitoring Dashboard	Entire meeting Process/status	“C”			
		MCU Power Rating	(Specify)	“C”			
		Warranty and Maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.3 & CC 27.5	“C”			
		Training	Shall Provide the MCU System Training for administrators	“C”			
1.1	Video Conferencing Desktop Application (Web based and Client)	Camera Support	Support Built-in camera	“C”			
			Support External (USB) Camera	“C”			
		Supported Video Standards	H.265				
			H.264 HP	“C”			
			H.264	“C”			
			H.239 (Content sharing/slide shows)	“C”			
		Supported Live Video Resolution and Frame Rates	Support 1080p (30fps) (Specify required P2P bandwidth)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Support 720p (30fps) (Specify required P2P bandwidth)	“C”			
			Support 4CIF (30fps) (Specify required P2P bandwidth)	“C”			
			Other (Specify)				
		Video Layout	Picture in Picture (PIP)	“C”			
			Consist of Layouts supporting multiple parties displayed in a single screen (Please specify number of parties displayed)	“C”			
			Support continuous presence (CP) and Voice activated (VA) mode selectable by the users.	“C”			
		User Interface	Consist of Contact List	“C”			
			Indicate the status of list of contact / participants online / offline / busy	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Text overlay to identify participants	“C”			
			Consist of Preloaded Contact List				
		Instant Messaging	Support Private Chat with Conference Participants	“C”			
			Support Group Chat with Conference Participants	“C”			
		Conferencing Features	Ability to mute audio & hide camera	“C”			
		Audio Inputs/Outputs	Support external USB Speakerphone	“C”			
			Support Built-in mic & Speakers	“C”			
			Support External Headset with mic	“C”			
		Audio Features	Consist of Auto Echo cancellation	“C”			
			DTMF support	“C”			
		Language Support	English	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Security	AES Encryption AES 128/ AES 256	“C”			
			Firewall Traversal	“C”			
			NAT Traversal	“C”			
			Other (Specify)				
		Supported Operating Systems	Windows 7 / 8 / 8.1 / 10	“C”			
			Mac OS X (Latest Version) (Please specify supported versions)	“C”			
			Linux Desktop Application / Web RTC (Please specify supported versions)	“C”			
		Minimum System Requirements	Processor: (Please specify)	“C”			
			RAM: (Please specify)	“C”			
			Hard Disk Space: (Please specify)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Supported Web Browsers	Latest Version of Chrome, Firefox, Safari, Edge, etc.	“C”			
		Desktop Client Availability	Should be available as a web client or downloadable from central server or available on a CD/USB	“C”			
		Warranty and maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.5				
1.2	Video Conferencing Mobile Application for Tablets & Smartphones	Camera Support	Built-in Device Camera	“C”			
			Switch between front and rear cameras	“C”			
		Supported Video Standards	H.264	“C”			
			H.264 SVC	“C”			
			H.239 (Content Sharing)	“C”			
			Other (Specify)				
		Supported Live Video Resolutions	720p HD	“C”			
			4CIF	“C”			
			CIF	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Other (Specify)				
		Video Layout	Picture in Picture (PIP)	“C”			
			LAYOUTS supporting multiple parties displayed in a single screen (Please specify minimum number of parties displayed)	“C”			
		User Interface	Contact List / Directory	“C”			
			Presence Status of Contacts (Available, Logged off, Busy)	“C”			
			Text overlay to identify participants	“C”			
		Conferencing Features	Ability to mute audio & hide camera	“C”			
		Audio Inputs/Outputs	Support Built-in Device Mic & Speakers	“C”			
			Support External Headset with mic	“C”			
		Audio Features	Consist Auto Echo cancellation	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			DTMF support	“C”			
		Language Support	English	“C”			
		Security	AES Encryption AES 128 / AES 256	“C”			
			Firewall Traversal	“C”			
			Other (Specify)				
		Supported Operating Systems	iOS (latest version) (Please specify other supported versions)	“C”			
			Android (latest version) (Please specify other supported versions)	“C”			
			Windows Mobile (latest version) / Web RTC	“C”			
		Minimum System Requirements	Storage: (Please specify)	“C”			
		Warranty and maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.5				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2	Video Conference Endpoint	Brand	(Specify)	“C”			
		Model	(Specify)	“C”			
		Country of Origin	(Specify)	“C”			
		Country of Manufacture	(Specify)	“C”			
		Year of manufacture	(Specify)	“C”			
		Solution package Contents	HD Video Conferencing Codec	“C”			
			Minimum 2x 1080p Cameras with Speaker Tracking up to 30 feet (camera should be separately connected to the codec)	“C”			
			Minimum 3 Table Microphones	“C”			
			10-inch Touch Pad for controlling the endpoint	“C”			
	All required Cables (cables should be original and appropriate brand)	“C”					
Live Video Resolution and Frame Rates	Support 1080p (60 Fps) (Specify Required P2P Bandwidth)	“C”					

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Support 1080p (30 Fps) (Specify Required P2P Bandwidth)	“C”			
			Support 720p (60 Fps) (Specify Required P2P Bandwidth)	“C”			
			Support 720p (30fps) (Specify Required P2P Bandwidth)	“C”			
			Support 4CIF (60 Fps) (Specify Required P2P Bandwidth)	“C”			
			Support 4CIF (30 FPS) (Specify Required P2P Bandwidth)	“C”			
		Supported Video Standards	H.323	“C”			
			H.264 HP / H.265	“C”			
			H.264	“C”			
			H.239 (Content Sharing)	“C”			
			Other (Specify)				
		Video Inputs	Support minimum two Cameras or more	“C”			
			Support minimum two HDMI input	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Video Output	Support Simultaneous Multiple Displays (Specify number of displays)	“C”			
			Support minimum two HDMI outputs (One for far end video and one for near end video)	“C”			
		Video Layout	Picture in Picture (PIP) capability	“C”			
			consist Layouts which supports multiple parties in a single screen (Please specify maximum number of parties displayed)	“C”			
			16:9 Widescreen Supported	“C”			
		User Interface	Consist Address Book capability	“C”			
			Maintain Recently dialed number list up to minimum 10 calls.	“C”			
			Text overlay to identify participants	“C”			
			G.722, G.722.1	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Supported Audio Standards	G.711, G.728	“C”			
			AAC-LD (TIP calls)	“C”			
			Other (Specify)				
		Audio Inputs	Support two Microphone Inputs	“C”			
			Support Two HDMI Inputs	“C”			
		Audio Outputs	Support two HDMI outputs	“C”			
		Supported Audio Features	Support Echo cancellation	“C”			
			Support Automatic noise suppression	“C”			
			Support Automatic gain control	“C”			
			Audio error concealment	“C”			
			Other (Specify)				
		Supported Protocols	Support H.323/SIP/TIP	“C”			
		Supported Network Features	Support IPv4	“C”			
			Support IPv6	“C”			
			Auto – MDI-X	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Packet Loss Recovery Ratio (specify)	“C”			
		Network Interface (IEEE 802.3)	Network Interface supporting 100 Mbps / 1000Mbps	“C”			
		Wireless Connectivity	Should be able to connect through Wireless				
			Should support wireless content Sharing				
		Firewall Protocols	Support NAT traversal	“C”			
			Gatekeeper support	“C”			
		Encryption	Support AES encryption AES 128 / AES 256	“C”			
		Security	Support Account Lockout	“C”			
			Support Port Lockout	“C”			
			Maintain Login Session Lists	“C”			
			Ability to Detect Unauthorized Access	“C”			
			Support SNMP				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			IP Address Whitelist	“C”			
			Other (Specify)				
		Management	Support HTTP/HTTPS	“C”			
			Support Telnet	“C”			
			Support SNMP	“C”			
			Consist Serial Interface	“C”			
			Authentication for User Account	“C”			
			Authentication for Admin Account	“C”			
			Maintain Call Detail Records up to minimum last 30 Calls	“C”			
		Camera Features	Support 1920x1080 at 60fps (Should include the license, if this is a license feature)	“C”			
			5x Digital zoom	“C”			
			Support Auto Focus by voice tracking up to 30 feet	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			People count (Metrics) for analytics purposes	“C”			
			Support Best Overview (framing) feature	“C”			
			Field of view (FoV) Horizontal: Minimum 70° or better	“C”			
			Support Minimum Zoom: -10x or shall facilitate face/voice tracking to a minimum of 10-meter distance or better	“C”			
			Capability to control the Far End Camera.	“C”			
			Support Camera Presets Using Remote /Touch Controller – Minimum 6 (Specify)	“C”			
		Table Microphone	Support Omni-directional 360-degree voice pickup	“C”			
			Mute Button with LED indicator	“C”			
			Two or more Microphones for Medium to large spaces (20m x15m)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Remote Control Function	Touch Device with 10 inch screen	“C”			
		Voice/Video Recording	Should support on demand voice/video network recording facility through MCU	“C”			
		Other Interfaces	1 x RS-232 (Optional)				
			Other (Specify)				
		Protection	Over voltage protection, Lightning, Short circuit and surge protection	“C”			
		Durable padded dust cover	Should cover display panels and camera	“C”			
		Power Supply	220-240 Volts @ 50/60Hz	“C”			
		Dimensions & Weight	Specify Dimensions (Height x Width x Depth)	“C”			
			Specify Weight (Kg)	“C”			
		Environmental	Operating Temperature (Please Specify)				
			Storage Temperature				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			(Please Specify)				
			Operating Humidity (Please Specify)				
			Storage Humidity (Please Specify)				
		Warranty & Maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.3 & CC 27.5	“C”			
3	Display Panel for Video Conference Endpoint	Brand	(Specify)	“C”			
		Model	(Specify)	“C”			
		Country of Origin	(Specify)	“C”			
		Country of Manufacture	(Specify)	“C”			
		Year of manufacture	(Specify)	“C”			
		Required no. of screens	Two	“C”			
		Screen Size	55 Inch Full HD or better (Diagonal)	“C”			
		Contrast Ratio	Minimum 4000:1	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Refresh Rate	100 Hertz	“C”			
		Brightness	Minimum 300 cd/m ²	“C”			
		Speaker System Details	2 way/2 speakers Audio output Power should be 20W (10W + 10W) or higher	“C”			
		Audio/Video Interfaces	Screen Resolution: 1080p				
			HDMI inputs x 2	“C”			
			LED Backlit	“C”			
			Audio out L-R	“C”			
			3.5mm stereo Output x 1	“C”			
			Output Power 10w x2 or higher	“C”			
		Viewing angle	178 ⁰	“C”			
		Power supply	AC 220-240 V 50/60 Hz	“C”			
		Other Inputs	USB 2.0 x 2	“C”			
		Accessories	IR Remote Controller with batteries, User Manual, connecting cables (cables should be original and	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			appropriate brand) and standard all required accessories.				
		Warranty and Maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.3 & CC 27.5	“C”			
4	Display Panel Stand for Video Conference Endpoint	Brand	(Specify)	“C”			
		Model	(Specify)	“C”			
		Country of Origin	(Specify)	“C”			
		Country of Manufacture	(Specify)	“C”			
		Year of manufacture	(Specify)	“C”			
		Display	Should support two 55-inch displays	“C”			
			Display panel height should be adjustable	“C”			
		Supported Weight	Should Support minimum 200kg or higher	“C”			
Equipment Shelf/tray/rack	For Video Conferencing Camera x 1	“C”					

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			For Video Conferencing equipment x 1	“C”			
			For UPS x 1	“C”			
			Invisible cable routing	“C”			
		Mobility	Swivel caster wheels with brake	“C”			
			13-amp outlet 6 output connections (power bar)	“C”			
		Electrical Plugs & Sockets	Power Cord Length 10 meters	“C”			
			Input/ Supply 220 – 260 Volt AC				
			Output Supply 200 – 230 Volt AC				
		5	UPS	Brand	(Specify)	“C”	
Model	(Specify)			“C”			
Country of Origin	(Specify)			“C”			
Country of Manufacture	(Specify)			“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Year of manufacture	(Specify)	“C”			
		Power Rating	1200 VA	“C”			
		Type	Line Interactive	“C”			
		Input/ Supply	160 – 260 Volt AC				
		Input frequency	50Hz – 60Hz automatic detection				
		Input Connections	IEC 320 C14				
		Cord Length	5 meters	“C”			
		Output Supply Voltage	220 – 240				
		Output wattage	720 Watts	“C”			
		Output Frequency	50Hz				
		Output Connections	Four (4) Battery backup IEC 320 C13	“C”			
		Battery	Maintenance free lead acid battery	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Backup time	Minimum 30 minutes on 50% load	“C”			
		Recharge time	8 hours to 90% capacity	“C”			
		Product certifications and standards	ISO 9001	“C”			
			FCC Class B	“C”			
		Protection	Over voltage protection, Lightning, Short circuit and surge protection	“C”			
Warranty and Maintenance	Please refer Section VII – Contract Data – Clause No. CC 27.3 & CC 27.5	“C”					
6	Network Cables and patch cords	Brand	(Specify)	“C”			
		Model	(Specify)	“C”			
		Country of Origin / Manufacture	(Specify)	“C”			
		Year of manufacture	(Specify)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Type	High Quality Cat 6 (Full copper)	“C”			
		Insulation	(Specify)	“C”			
		Jacket	(Specify)	“C”			
		Patch cord length	1 meter	“C”			
		Patch Code should factory crimped	Required	“C”			
		Color code for network cables and patch cords	Orange or Red	“C”			
	Cable Laying	Guidelines	Laying of UTP Cables enclosed in PVC/Casing/Conduits and Miscellaneous materials from Rack to keystone (with drilling)	“C”			
	Face Plate and Keystone	Brand	(Specify)	“C”			
		Model	(Specify)	“C”			
		Country of Origin / Manufacture	(Specify)	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Type	Single Face Plate	“C”			
			Cat 6 Keystone	“C”			
		Material	(Specify)	“C”			
		Color	(Specify)	“C”			
	Sunk Box	Material	(Specify)	“C”			
		Color	(Specify)	“C”			
	Termination, Labeling, Testing of a UTP Network Node Cabling	Installation Guidelines	The Cables shall be properly laid through the trunks and ducts. The Cables with conduits and casing shall be clipped to the concrete slab / wall.	“C”			
			Network nodes should be terminated on existing patch panels.	“C”			
			The cables have to be laid from the patch panel to the keystones.	“C”			
			Installation of network cables shall not be closer to power cables and water lines.	“C”			
			Installation of cables shall be free of tension at both ends.	“C”			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			The cables shall be tied up loosely together with sufficient distance.	“C”			
			Install Surge and Lightning protector for Rack-end and properly ground.	“C”			
			Tagging both Rack End and Equipment End	“C”			
	Warranty and Maintenance		Please refer Section VII – Contract Data – Clause No. CC 27.3 & CC 27.5	“C”			

3.2 General Technical Requirements

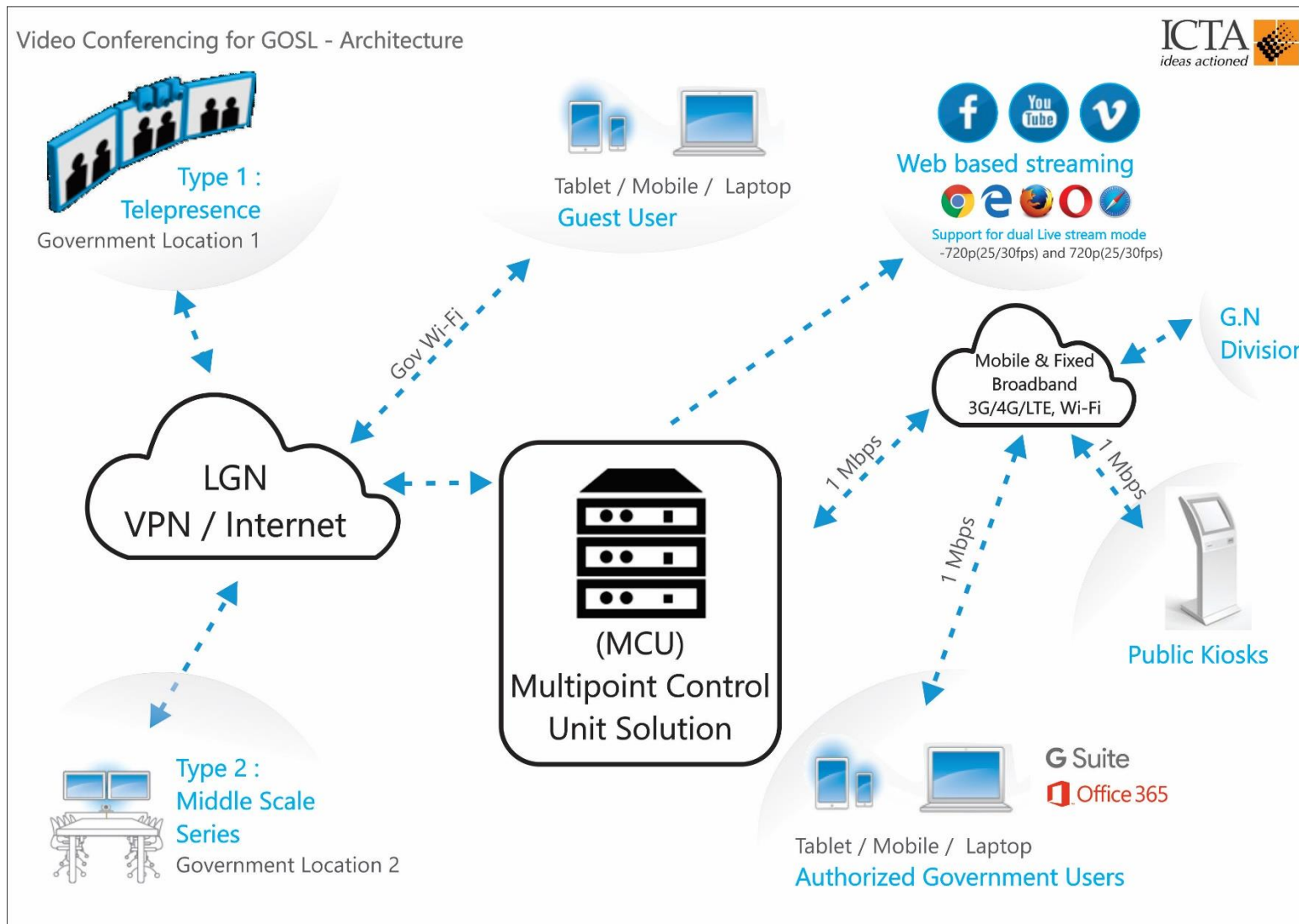
No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
3.2.1	Dates: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.		
3.2.2	Electrical Power: All active (powered) equipment must operate on: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Sri Lanka.		
3.2.3	Environmental: Unless otherwise specified, all equipment must operate in environments of general Sri Lankan conditions.		
3.2.4	Safety: All electronic equipment that emits electromagnetic energy must be certified as meeting International standards.		
3.2.5	Bidder should try to utilize existing local telecommunication/ IT infrastructure, as much as possible, in transferring traffic without affecting the required Service Levels. Bidder shall be responsible to work with other service provides who implement the network infrastructure.		

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
3.2.6	Bidder shall be responsible to installing and configuring up to date OS/ patches, firmware, etc.		
3.2.7	<p>ICTA will NOT be responsible for the issuance of any licenses or authorizations required for this project for the Bidder.</p> <p>It is the responsibility of the Bidder to obtain required licenses in time to commence operations of ICTA or form alliances with appropriate local licensed Telecommunication and bidder to deliver the required services for all users</p>		
3.2.8	The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to provide additional information required that may not be listed here.		
3.2.9	Bidder should use their experience and best practices approach to provide any and all required information related to the assignment, beyond the items listed in this document if appropriate.		
3.2.10	Bidder shall allocate qualified dedicated personnel or team 24x7 to directly communicate with ICTA technical team to resolve all technical issues and carry out technical improvements.		

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
3.2.11	<p>Upon the completion of the implementation, ICTA technical team will be carrying out site inspection and the UAT.</p> <p>After completion of the UAT bidder should provide the recommendation for services operation.</p>		
3.2.12	Bidder shall complete the implementations according to the ICTA's requirements within an agreed time period.		
3.2.13	<p>The proposed solutions shall be should be scale up or scale out according to requirements of the ICTA. Bidder must provide the solution architecture to scale up for future expansions.</p> <p>To minimize the down time and penalty of the SLA bidder can provide the high availability with the proposed solution</p>		
3.2.14	Bidder shall be responsible to provide the services without interrupting existing services. Also, bidder shall be responsible to assist ICTA staff to carryout existing services migration and transition with minimizing service down times.		
3.2.15	This network shall be used to facilitate ICT needs in the country. Hence this solution will be scale up or sale out based on the business requirements.		

No.	Requirement	Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
3.2.16	<p>Bidder shall be responsible to provide following documents.</p> <ol style="list-style-type: none"> 1. Detail low Level Design 2. Physical architectural diagrams and report 3. As built document 4. Troubleshooting guides for technical team 5. User manuals <p>All documents required both soft copies hand hard copies with readable format. Bidder shall provide required printed copies where and when required.</p> <p>All data sheet should be publicly available.</p>		
3.2.17	<p>Trained / certified engineer (Bridge Operator) should be available 24x7, existing ticketing system (LGII) will be provided. Shall be facilitated for the period of 3 years after the UAT.</p>		

3. Architectural Drawings



4. User acceptance testing (UAT) & Operational acceptance testing (OAT)

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:

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

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

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

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

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

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

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

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

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Severability

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

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **Contract Data**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,

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

- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Subcontracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

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

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

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and

expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

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

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all

recent improvements in design and materials, unless provided otherwise in the Contract.

- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

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

credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

33. Extensions of Time

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

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

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

(i) *if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;*

(ii) *if the Supplier fails to perform any other obligation under the Contract; or*

(iii) *if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.*

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

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) *to have any portion completed and delivered at the Contract terms and prices; and/or*
 - (ii) *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.*

35. Assignment

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

Section VII. Contract Data

Contract Data

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

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: Ministries and Government Institutions - Phase I
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Chief Executive Officer Address: Information and Communication Technology Agency of Sri Lanka, No. 160/24, Kirimandala Mawatha, Colombo 05. Telephone: 2369099,2369100 Facsimile number: 2369091 Electronic mail address: procurementsg2@icta.lk
CC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. a. Acceptance of the Implementation Plan: Fifteen (15) percent of the Contract Price, shall be paid upon submission of the Implementation plan and upon acceptance of same by ICTA. b. Multi-Point Video Conferencing Unit, Management Server delivery, installation & configuration and two (2) video conferencing units at ICTA designated location to commence testing: to a maximum of Thirty (30) percent of the Contract Price, shall be paid delivery, installation, configuration of the Multi-Point Video Conferencing Unit, Management Server and one video conferencing site, submission of the documents specified below and subject to Inspections, and Documentation specified in the Schedule of Requirements. Supplier invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Warranty Certificate. (iii) Delivery note and confirmation of receipt of goods confirming items delivered and installed. (iv) Upon completion of User Acceptance Test (UAT) for the Goods delivered and installed. (v) Upon completion of Operational Acceptance Test (OAT) and upon acceptance of ICTA.

	<p>c. Upon Delivery and Installation for 18 sites: to a maximum of Twenty-five (25) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified below and subject to Inspections, and Documentation specified in the Schedule of Requirements.</p> <p>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Warranty Certificate.</p> <p>(iii) Delivery note and confirmation of receipt of goods confirming items delivered and installed.</p> <p>(iv) Upon completion of User Acceptance Test (UAT) for the Goods delivered and installed.</p> <p>(v) Upon completion of Operational Acceptance Test (OAT) and upon acceptance of ICTA.</p> <p>d. Upon Delivery and Installation for 20 sites: to a maximum of Twenty-five (25) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified below and subject to Inspections, and Documentation specified in the Schedule of Requirements.</p> <p>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Warranty Certificate.</p> <p>(iii) Delivery note and confirmation of receipt of goods confirming items delivered and installed.</p> <p>(iv) Upon completion of User Acceptance Test (UAT) for the Goods delivered and installed.</p> <p>(v) Upon completion of Operational Acceptance Test (OAT) and upon acceptance of ICTA.</p> <p>e. Final Acceptance: The remaining five (5) percent of the Contract Price shall be paid upon completion of all 40 sites along with sign off training report and upon acceptance of ICTA.</p>
CC 17.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given with the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Performance security shall be submitted within 14 working days of the date of notification of award from the employer and it shall be valid up to 28 days following the date of completion of the Supplier’s performance obligations under the contract, including any warranty obligations.
CC 17.3	Format of the Performance Security is given in the Section VIII
CC 25.1	All items and specifications provided in the Section -V of the bidding document.
CC 26.1	The liquidated damage shall be 5% of the contract price per week or part of week thereof. The maximum amount of liquidated damages shall be ten percent (10 %) of the total contract price.

CC 27.3

Onsite comprehensive Warranty period shall be:

Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application	Five (5) Years from the date of acceptance of the final Operational Acceptance Testing (OAT)
Video Conference Endpoint	Three (3) Years from the date of acceptance of the final Operational Acceptance Testing (OAT)
Display Panel 55”	
UPS	
Mobile Stand	
UTP cabling & accessories	

The supplier should replace equipment one to one basis in case of a workshop attention required for a malfunction or failed equipment.

Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out verification in accordance with SCC 3, In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be continuing, as specified in the schedule of requirement/technical specifications for the respective good.

For purposes of the Onsite Comprehensive Warranty, the place(s) of final destination(s) shall be the sites specified in Section -V.

The charges with regard to the supply of materials, labour, travel, per diem and accommodation to supplier’s staff etc; shall be borne by the supplier during the period of warranty.

Purchaser shall not pay any additional expenditure for services rendered during the above period.

CC 27.5

(A)The Supplier MUST maintain stocks of spare parts for repairs and replacements for the duration of the warranty service period.

(B) The Supplier MUST make qualified personnel available to the Purchaser by telephone, email or web access for the reporting and resolution of the problems with Hardware during warranty period.

(C) Annually four (4) dedicated preventive maintenance services shall be provided by the bidder during the period of the warranty and submit completion report to the Purchaser.

(D) The Supplier MUST provide maintenance and support services 24 hours per day/ 7 days per week.

(E) The supplier shall adhere to the Incident classification and resolution times as given below;

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

Resolution (measured in monthly)				
Service Level Agreements	Resolution Time	Service/ equipment/components measurement	Service period	Penalty
1. Critical Incidents	2 hrs “Resolution time” is amount of time between when the ICTA first report an incident and when that problem is actually solved.	Multi-Point Video Conferencing Unit (Bridging System) with Management Server include Video Desktop & Mobile Application Any of the failure of above system/ services	24x7	Critical incidents 0.03 % of the Total Contract value for every one hour of service failure on an incremental basis per critical incident. if the number of critical incident is up to two (2) per month. Over two (2) critical incidents 0.1% of the total contract value for every one hour of service failure on an incremental basis per incident.
2. High Incident	8 hrs	1. Video Conference Endpoint 2. Display Panel 55” 3.UPS 4. Mobile Stand Any of above system/ services completely fail which would not include a partial failure above Service(s)	8.00 am to 8.00 pm on week days	High incidents 0.02 % of the Total Contract value for every one hour of service failure on an incremental basis per high incident. if the number of high incidents is up to two (2) per month. Over two (2) High incidents 0.1% of the total contract value for every one hour of service failure on an incremental basis per incident.

	3. Medium Incident	12 hrs	<p>1. Video Conference Endpoint 2. Display Panel 55” 3. UPS 4. Mobile Stand</p> <p>Any of above system/ services partial failure.</p> <p>Any of the individual Ministry, Department, segment or any of the organization or any of the group of employees cannot function.</p>	8.00 am to 8.00 pm on week days	<p>Medium incidents 0.01% of the Contract value of every one hour of delay on an incremental basis for every unresolved Incident.</p> <hr/> <p>if the number of Medium incidents is up to three (3) per month. Over two Medium incidents 0.01% of the total contract value for every one hour of service failure on an incremental basis per incident.</p>
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Section VIII. Contract Forms

Table of Forms

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

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Functional Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

Performance Security

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

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

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

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

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

[signature(s)]

Guarantee for Advance Payment

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

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

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

[issuing agency's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)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 date²]*. _____

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

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."

Annex I

#	District	Location	Room Type	Length (m)	Width (m)	Height (m)	Seating Capacity
Phase 1 (Year 2018)							
1	Colombo	Presidential Secretariat	Meeting Room	8	6	5	24
2	Colombo	Prime Minister's Office (Temple Trees)	Cabinet Room	9	5	5	20
3	Colombo	Ministry of Home Affairs	Shifting to the new location				
4	Colombo	Ministry of Local Government and Provincial Councils	Minister's Cabin	10	5	4	10
5	Colombo	Ministry of Telecommunication, Digital Infrastructure and Foreign Employment	Conference Room/Hall	Will be provided later			
6	Colombo	ICT Agency of Sri Lanka	Board Room	7.5	5	2.5	13
7	Colombo	Colombo District Secretariat	District Secretary Room	6.5	4	2.6	15
8	Colombo	Chief Secretary's Office - Western Province	Chief Secretary Office	8.2	6.8	5	12
9	Ampara	Ampara District Secretariat	Conference Room/Hall	26.5	22	4.5	20
10	Anuradhapura	Anuradhapura District Secretariat	District Secretary Room	7.6	5.7	3.4	9
11	Anuradhapura	Chief Secretary's Office - North Central Province	Board Room	30	29	3.4	13
12	Badulla	Badulla District Secretariat	Conference Room/Hall	8.7	6.8	4	17
13	Badulla	Chief Secretary's Office - Uva Province	Meeting Room of Secretary Office	7	4	4	15
14	Batticaloa	Batticaloa District Secretariat	GA Unit	7.0	6.1	3	40
15	Galle	Galle District Secretariat	District Secretary Room	13	4.6	3.7	25
16	Galle	Chief Secretary's Office - Southern Province	Auditorium	8	5	3.5	23
17	Gampaha	Gampaha District Secretariat	Mini Conference Room	7	4.6	4	16
18	Hambantota	Hambantota District Secretariat	Meeting Room of Secretary Office	3.7	10.7	5.5	25
19	Jaffna	Jaffna District Secretariat	Conference Room/Hall	8.7	6.2	3.7	40
20	Jaffna	Chief Secretary's Office - Northern Province	Conference Room/Hall	8	6	3	30
21	Kalutara	Kalutara District Secretariat	Secretary Office	9	5.0	3	20
22	Kandy	Kandy District Secretariat	District Secretary Room	9	9	4.5	20
23	Kandy	Chief Secretary's Office - Central Province	Meeting Room of Secretary Office	12.5	6.5	4.2	25
24	Kegalle	Kegalle District Secretariat	District Secretary Room	3	8	5	20

#	District	Location	Room Type	Length (m)	Width (m)	Height (m)	Seating Capacity
25	Kilinochchi	Kilinochchi District Secretariat	Mini Conference Room	11.8	5.8	4.6	20
26	Kurunegala	Kurunegala District Secretariat	Meeting Room	15	10	3.5	12
27	Kurunegala	Chief Secretary's Office - North Western Province	Meeting Room	10	5.5	4	18
28	Mannar	Mannar District Secretariat	Mini Conference Room	5.7	6.1	3.2	8
29	Matale	Matale District Secretariat	District Secretary Room	10.4	7.1	4	12
30	Matara	Matara District Secretariat	Mini Conference Room	6.7	4.26	3	15
31	Monaragala	Monaragala District Secretariat	Mini Conference Room	8	5	4	15
32	Mullaitivu	Mullaitivu District Secretariat	Board Room	7	4.6	3.3	17
33	Nuwara-Eliya	Nuwara-Eliya District Secretariat	Mini Conference Room	10.4	5.18	4.5	20
34	Polonnaruwa	Polonnaruwa District Secretariat	District Secretary Room	28	22	2.8	10
35	Puttalam	Puttalam District Secretariat	Conference Room/Hall	8.5	4	3.5	30
36	Ratnapura	Ratnapura District Secretariat	Mini Conference Room	8	5	4	25
37	Ratnapura	Chief Secretary's Office - Sabaragamuwa Province	Chief Secretary Office	10	4.5	4	20
38	Trincomalee	Trincomalee District Secretariat	Conference Room/Hall	11	5	2.7	25
39	Trincomalee	Chief Secretary's Office - Eastern Province	Mini Conference Room	26	20	3	13
40	Vavuniya	Vavuniya District Secretariat	Meeting Room	9.4	5.1	3.5	13