



STANDARD BIDDING DOCUMENT

SUPPLY, DELIVERY AND INSTALLATION OF COMPUTERS AND COMPUTER RELATED ITEMS FOR NATIONAL YOUTH CORPS TRAINING CENTERS

NATIONAL COMPETITIVE BIDDING

YC/2/4/2024/G/11

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Section I. Instructions to Bidders (ITB)

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

official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders
- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
 - 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
 - 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .
 - 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 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

- 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 using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that, if required in the BDS , in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
20. Bid Security
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (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 agree 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 initialed 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 261.
- 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:

30. Nonconformities, Errors, and Omissions

- (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.
- 30.1 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 stated 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. Postqualification 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 twenty five percent (25%) or one unit which ever is higher 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 goods 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.

Instructions for completing the Bid Data Sheet are provided, as needed, in the relevant ITB Clauses.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: National Youth Corps
ITB 1.1	The name and identification number of the Contract are ¹ : “ SUPPLY, DELIVERY AND INSTALLATION OF COMPUTERS AND COMPUTER RELATED ITEMS FOR NATIONAL YOUTH CORPS - YC/2/4/2024/G/11 ”
ITB 2.1	The source of funding is: GOSL
ITB 4.4 ²	Foreign bidders are allowed to participate in bidding: Not Allowed
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser’s address is: Attention: Additional Director (Admin & Finance) Address: No 420, Baudhaloka Mawatha, Colombo 07 Telephone: 011 2690294 Electronic mail address: Procurement@youthcorps.lk
	C. Preparation of Bids
ITB 11.1	The Bidder shall submit the following additional documents: Document for prove the Qualification requested in IFB. <ol style="list-style-type: none">1. Documentary proof to establish that the goods comply with the minimum Technical Specification parameters.2. Company Registration Certification.3. Manufacturer’s Authorization Certificates & Letter from the Manufacturer4. Evidence to prove last three (03) years experience in supplying of computer and computer related items for government institute/s5. Copies of Audited Financial Statements for last Three (03) years. (2023/2022, 2022/2021, 2021/2020)6. Average turnover for last three years should be equal or more than Rs. 75 Million for Lot A and Rs.17 Million for Lot B7. PCA 03 Document

ITB 14.3³	<p>8. The person shall be duly authorized to sign the bid for an on behalf of the bidder and shall provide appropriate Power of Attorney.</p> <p>The bidders may quote following items and quantities</p> <table border="1" data-bbox="432 331 1347 875"> <thead> <tr> <th>Lot No</th> <th>Item No</th> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Lot A</td> <td>01</td> <td>Desktop Computers - Basic</td> <td>197</td> </tr> <tr> <td>02</td> <td>Desktop Computers - High End</td> <td>02</td> </tr> <tr> <td>03</td> <td>Computer Monitors</td> <td>300</td> </tr> <tr> <td rowspan="5">Lot B</td> <td>04</td> <td>Laptops</td> <td>08</td> </tr> <tr> <td>05</td> <td>Black and White Printers</td> <td>13</td> </tr> <tr> <td>06</td> <td>03 in 01 Printers</td> <td>06</td> </tr> <tr> <td>07</td> <td>Photocopy Machines</td> <td>03</td> </tr> <tr> <td>08</td> <td>Firewall</td> <td>01</td> </tr> </tbody> </table>	Lot No	Item No	Description	Quantity	Lot A	01	Desktop Computers - Basic	197	02	Desktop Computers - High End	02	03	Computer Monitors	300	Lot B	04	Laptops	08	05	Black and White Printers	13	06	03 in 01 Printers	06	07	Photocopy Machines	03	08	Firewall	01
Lot No	Item No	Description	Quantity																												
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	06	03 in 01 Printers	06																												
	07	Photocopy Machines	03																												
	08	Firewall	01																												
ITB 15.1⁴	The bidder shall quote the local expenditure in Sri Lankan Rupees.																														
ITB 18.1 b)	After sales service is: required																														
ITB 19.1⁵	The bid shall be validity until – 22.01.2025 (91 days)																														
ITB 20.1	<p>All bid documents must be accompanied by an unconditional, on demand Bid Security issued by a commercial bank registered in Sri Lanka.</p> <table border="1" data-bbox="443 1191 1407 1395"> <thead> <tr> <th>Lot No</th> <th>Item No</th> <th>Bid Security Amount (Rs)</th> </tr> </thead> <tbody> <tr> <td>Lot A</td> <td>1,2 & 3</td> <td>500,000.00</td> </tr> <tr> <td>Lot B</td> <td>Lot 4, 5, 6 & 8</td> <td>115,000.00</td> </tr> </tbody> </table> <p>Bidders who submit bids for both categories shall provide separate Bid Securities for each category.</p> <p>Bid Security in the form of a Bank Guarantee (as per the format given in the Bidding Document) Bid Security shall be issued in favor of :</p> <p>Chairman, National Youth Corps, No 420, Bauddhaloka Mawatha, Colombo 07</p> <p>The validity period of the bid security shall be until : 19.02.2025 (119 Days)</p>	Lot No	Item No	Bid Security Amount (Rs)	Lot A	1,2 & 3	500,000.00	Lot B	Lot 4, 5, 6 & 8	115,000.00																					
Lot No	Item No	Bid Security Amount (Rs)																													
Lot A	1,2 & 3	500,000.00																													
Lot B	Lot 4, 5, 6 & 8	115,000.00																													

D. Submission and Opening of Bids	
ITB 22.1	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 envelopes.
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: “SUPPLY, DELIVERY AND INSTALLATION OF COMPUTERS AND COMPUTER RELATED ITEMS FOR NATIONAL YOUTH CORPS - YC/2/4/2024/G/17”
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Attention: Additional Director (Admin & Finance) Address: National Youth Corps , No 420, Bauddhaloka Mawatha, Colombo 07 The deadline for the submission of bids is: Date: 24.10.2024 Time:11 a.m.
ITB 26.1	The bid opening shall take place at: Address: Main Auditorium, National Youth Corps Headquarters Date: 24.10.2024 Time: 11 a.m.
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	The final price of the Price Schedule will be considered as the Bid Price (Subject to any adjustment if required)
ITB 35.4⁶	The Evaluation factor shall be; Compliance with specifications and factors specified in Section III
ITB 35.5	Bidders are allowed to bid single Lot or both lots. Bidders are required to bid for all items and the total quantity of each lot. Partial bids shall be treated as non-responsive and rejected
ITB 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 ITB 14.3, Schedule of Requirements, provided this does not exceed Ten Percent (10%) without any change in the unit prices or other terms and conditions of the bid and Bidding Document.

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 35.3 (d))

(a) technical specification: - Critical

(b) Delivery schedule: - Critical

(c) Non Deviation in payment schedule:- Critical

2. Post qualification Requirements (ITB 37.2)

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

I. Bidder should furnish audited financial accounts for the last 3 years.

(b) Experience

I. Evidence for at least 40% of one-time supplies/imports for a respective lot(s) during the last three (3) years as below in the table

Item	Client	Contact Details	Date of Award	Quantity	Client confirm Evidence

Bid Submission Form

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

Date:

No:

To: Director, National Youth Corps

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No:
- (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 Service Procure of **SUPPLY, DELIVERY AND INSTALLATION OF COMPUTERS AND COMPUTER RELATED ITEMS FOR NATIONAL YOUTH CORPS** to the **NATIONAL YOUTH CORPS** of Sri Lanka.
- (c) The total price of our Bid without VAT, including any discounts offered is:.....
- (d) The total price of our Bid including VAT, and any discounts offered is:.....
- (e) Our bid shall be valid for the period of time specified in ITB sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries- including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the National Procurement Agency;

- (i) We understand that bid, together with your written acceptance thereof include in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

In the capacity of Name:

Duly authorized to sign the bid for and on behalf of: Dated on

..... day of

PRICE SCHEDULE

Item No (1)	Description of Goods or related services (2)	Units (3)	Unit price Excluding VAT LKR (4)	Total Price Excluding VAT LKR (5)= (3) x (4)	Price for Transportation and other related services to the sites Excluding VAT LKR (6)	Total Price Excluding VAT LKR (7)= (5) +(6)	VA T LK R (8)	Total Price Including VAT LKR (9)= (7) +(8)
1	Desktop Computers - Basic	197						
2	Desktop Computers - High End	02						
3	Computer Monitors	300						
4	Laptops	08						
5	Black and White Printers	13						
6	03 in 01 Printers	06						
7	Photocopy Machines	03						
8	Firewall	01						
Total								

Bid Guarantee

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

[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: Chairman, National Youth Corps, No 420, Bauddhaloka Mawatha, Colombo 07

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

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

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

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures]_ [insert amount in words]) upon receipt by us

of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

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

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

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

Manufacturer's Authorization

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

1. List of Goods and Delivery Schedule

The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder

Final Destination as specified in BDS	Description of Goods								Delivery and Installation	Related Services
	Desktop Computers (Basic)	Desktop Computers (High End)	Computer Monitors	Laptops	Black and White Printers	3 in 1 Printers	Photocopy machines	Firewall		
Yakkala Main Stores, National Youth Corps Training Centre	197	-	300	08	13	06	03	-	Within 04 Weeks from the date of Letter of Acceptance	Supply, Delivery, Installation of IT Equipment
National Youth Corps Head Office	-	02	-	-	-	-	-	01		
TOTAL	197	02	300	08	13	06	03	01		

TECHNICAL SPECIFICATIONS

Desktop Computer (Basic)

Technical Specifications and Standards

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
Brand	(Branded)			
Model	(Branded)			
Country of Origin & Country of Manufacture / Assembly	(Branded)			
Processor	Intel® Core i3-13100 Processor (4 Core) or Latest (Similar Allowed)			
Base Frequency	3.4GHz to 4.5GHz			
Cache	12MB			
Video Controller	Intel UHD Graphics with shared graphics memory			
Form Factor	Business Desktop			
Chassis	Mini ITX or Micro ATX Tower / MID TOWER / TOWER Casing with locking facility			
Chipset	Intel Express B / H Business 660 Series Chipset or Higher (Note: Bidder should clearly specify the chipset) (Similar Allowed)			
Motherboard	Should be the same quoted brand (Serial number of the CPU should show in BIOS)			
Memory	8 GB, 8G*1, DDR 4 3200MHz, or Higher			
Maximum Memory	Upgradeable to Maximum of 64GB RAM			
Memory DIMM's	2 DIMM's			
Hard Disk Drive	512GB M.2 PCIe NVMe SSD or Specify			
Keyboard	128 Key International Standard keyboard to be same brand in English			

Mouse	Two buttons with scroll wheel optical Mouse with Mouse Pad			
Optical Drive	SATA DVD Drive (+/-RW)			
Expansion Slots	2 FH PCIe x1 (TPM PWA) or Specify			
	1 FH PCIe x1 (Non TPM) or Specify			
	1 FH PCIe x16 or Specify			
	1 FH PCI (TPM PWA) or Specify			
Network Interface	Gigabit Ethernet Network Interface Card (10/100/1000) Internal Wi-Fi Card - USB Dongle is not accepted			
I/O Ports	Front: 2 x USB 3.2 Gen 1 Type A, 2 x USB 2.0 Type A, Combo Jack Rear: 2 x USB 3.2 Gen 1 Type A, 2 x USB 2.0, RJ 45, Line out, HDMI 1.4b, Display Port or Higher			
Sounds	(Specify)			
Audio Ports	Microphone In, Headphone Out			
Power Supply	Better Power Supply (specify)			
Operating System	Windows 11 Pro with any available Authorization certifications			
Application Software	Microsoft Office 2016 with any available Authorization certifications			
Product certifications of the quoted Model	-Product certifications of the quoted Model -Energy Star or any other equal certificate to Energy Star issued by authorized body who has the authority to do so (Documentary evidence must be provided) -Valid ISO 9001: 2015 and ISO 14001:2015 -Offered Model must possess FCC & CE or Equal Certificate			
Display	19.5" or above Widescreen Color LED Monitor supporting resolutions WXGA or better. Should be as the same brand of the Desktop			
Manufacturer Experience	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			

Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold same similar product for last 3 years (at least one order should not less than 100 PCs and Bidder should provide documentary evidence to support the above)			
Warranty	Comprehensive on-site manufacturer authorized warranty for 36 months (Labor & Parts) Excluding Consumes. Bidder or its parent company or its subsidiary should have Island wide owned branch network Documentary evidence to be provided of the following under bidders' name. (a) Address, Contact Details & Date of Commencement of each branch/regional office (Should have completed minimum of 5 years from the Date of Commencement of each branch/regional) -			
Post warranty services	Should be capable on supply, services and spare part after the warranty period			
Warranty Information	Should be fix a sticker with -Supplier name -Contact Numbers -Date of Commissioning of Hardware -Warranty period On all computers			
Brochure	Supplier should provide brochure of make/model quoted as per above specification			
Delivery	Vender must deliver the goods Island wide Centre's			
Speakers	External Speakers			
UPS	Capacity (VA/Watts): 600VA/360W (Model should specify) Warranty – 2 Years Manufacturer Warranty (1 Year For The Battery)			

Desktop Computer (High End)**Technical Specifications and Standards**

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
Brand	(Branded)			
Model	(Branded)			
Country of Origin & Country of Manufacture / Assembly	(Branded)			
Processor	Intel® Core i7-13700 13th Generation Processor (16 core) (Similar Allowed)			
Base Frequency	2.1GHz to 5.1GHz or Specify			
Cache	24MB L2 Cache or Higher			
Video Controller	GIGABYTE RTX 4060 Eagle OC 8GB or equivalent			
Form Factor	Business Desktop			
Chassis	Mini/Micro tower business desktop casing with locking facility			
Chipset	Intel Express H / Q Business 660 Series Chipset or Higher (Note: Bidder should clearly specify the chipset) (Similar Allowed)			
Motherboard	GIGABYTE B760 AORUS Elite AX or equivalent			
Memory	16 GB DDR 4 3200MHz or Higher			
Maximum Memory	Upgradeable to Maximum of 64GB RAM			
Memory DIMM's	2 DIMM's			
Hard Disk Drive	512GB M.2 PCIe NVMe SSD + 1TB SATA HDD			
Keyboard	128 Key International Standard Keyboard to be as same brand in English			
Mouse	Two buttons with scroll wheel optical Mouse with Mouse Pad			
Optical Drive	SATA DVD Drive (+/-RW)			

Expansion Slots	Minimum 2 Expansion Slots including 1 Nos PCI x 16 (Specify)			
Network Interface	Gigabit Ethernet Network Interface Card (10/100/1000) Internal Wi-Fi Card - USB Dongle is not accepted			
I/O Ports	Front: 2 x USB 3.2 Gen 1 Type A, 2 x USB 2.0 Type A, Combo Jack Rear: 2 x USB 3.2 Gen 1 Type A, 2 x USB 2.0, RJ 45, Line out, HDMI 1.4b, Display Port			
Power Supply	Better Power Supply (Specify)			
Operating System	Windows 11 Pro with any available Authorization certifications			
Product certifications of the quoted Model	-Product certifications of the quoted Model -Energy Star or any other equal certificate to Energy Star issued by authorized body who has the authority to do so (Documentary evidence must be provided) -Valid ISO 9001: 2015 and ISO 14001:2015 -Offered Model must possess FCC & CE or Equal Certificate			
Display	24" or above Widescreen Color LED Monitor supporting resolutions WXGA or better. Should be as the same brand of the Desktop			
Manufacturer Experience	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			

Bidders Experience	The bidder should have successfully sold same Similar Product for last 3 years (Bidder should provide documentary evidence to support the above)			
Warranty	Comprehensive on-site manufacturer authorized warranty for 36 months (Labor & Parts) Excluding Consumes. Bidder or its parent company or its subsidiary should have Island wide owned branch network Documentary evidence to be provided of the following under bidders' name. (a) Address, Contact Details & Date of Commencement of each branch/regional office (Should have completed minimum of 5 years from the Date of Commencement of each ranch/regional)			
Warranty Information	Should be fix a sticker with -Supplier name -Contact Numbers -Date of Commissioning of Hardware -Warranty period On all computers			
Brochure	Supplier should provide brochure of make/model quoted as per above specification			
Delivery	Vender must deliver the goods Island wide Centre's			
Speakers	External Speakers			
UPS	Capacity (VA/Watts): 600VA/360W (Model should specify) Warranty – 2 Years Manufacturer Warranty (1 Year For The Battery)			

Computer Monitors

Technical Specifications and Standards

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
Display Type	LED-backlit LCD monitor / TFT active matrix			
Diagonal Size	19.5" (49.53 cm)			
Viewable Size	19.5" (49.53 cm)			
Aspect Ratio	16:09			
Native Resolution	1600 x 900 at 60 Hz			
Pixel Pitch	0.27 mm			
Pixel Per Inch	94			
Contrast Ratio	600:1 / 600:1 (dynamic)			
Colour Support	16.7 million colours			
Colour Gamut	72% NTSC (CIE 1931)			
Response Time	5 ms (black-to-white)			
Horizontal Viewing Angle	50°			
Vertical Viewing Angle	90°			
Backlight Technology	LED backlight			
Dimensions (WxDxH)	46.83 cm x 16.73 cm x 34.75 cm - with stand			
Weight	Specify			
Panel Type	TN			
Connectivity Interfaces	HDMI/VGA			
Manufacture Experience	Manufacturer should have a minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold same similar product for last 3 years (at least one order should not less than 100 PCs and Bidder should provide documentary evidence to support the above)			

Warranty	Comprehensive on-site manufacturer authorized warranty for 36 months (Labor & Parts) Excluding Consumes. Bidder or its parent company or its subsidiary should have Island wide owned branch network Documentary evidence to be provided of the following under bidders' name. (a) Address, Contact Details & Date of Commencement of each branch/regional office (Should have completed minimum of 5 years from the Date of Commencement of each branch/regional) -			
Post warranty services	Should be capable on supply, services and spare part after the warranty period			
Warranty Information	Should be fix a sticker with -Supplier name -Contact Numbers -Date of Commissioning of Hardware -Warranty period In all computers			
Brochure	Supplier should provide brochure of make/model quoted as per above specification			
Delivery	Vender must deliver the goods Island wide Centre's			
Monitor & Accessories in the box	Monitor			
	AC power cord, 1.9 m (6.23 ft)			
	VGA cable, 1.5 m (4.92 ft)			

Laptop Computers

Technical Specifications and Standards

Purchaser's Requirements		Specify	Bidder's Offer	
Details	Priority		Yes (Y)/No (N)	Remarks
Make & Model	Should be internationally reputed brand			
Country of Origin	(Specify)			
Country of Manufacture	(Specify)			
Year of Manufacture	(Specify)			
Processor	Intel core i5 or higher			
Processor speed	3.90 GHz or higher			
Chipset	Compatible (Specify)			
Cache	8 MB Cache or better			
Memory	8 GB DDR4 or better with a free slot			
Hard Disk	512GB SSD or better			
	Specify the price for additional 512 GB SSD			
Display	15.6 inch FHD			
Resolution	1920x1080 pixels			
Graphics	Intel integrated UHD graphics 620			
Optical Drive	DVD +RW Super Multi DL			
Audio	(Specify)			
Webcam	Integrated 3.0 MP webcam or better			
Network	Ethernet (10/100/1000 NIC) or better			
Wireless	Built in 802.11 ac and Bluetooth			
Weight	Below 2 KG			
Colors	Specify			
Operating System	Windows 11 Professional			
Battery cell	3			
Accessories carrying case	Should be same brand			
Details of I/O (Input/Output) ports	3 USB, 1 External VGA port, 1 HDMI, 1 AC power, 1 RJ-45			

Product certifications of the quoted model	Energy Star or any other equal certificate to Energy Star, issued by authorized body who has the authority to do so, Documentary evidence must be provided Valid ISO 9001: 2015, & ISO 14001:2015			
Manufacture Experience	Manufacturer should have minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold same Similar Product for last 3 years (Bidder should provide documentary evidence to support the above)			
Warranty	Comprehensive on-site manufacturer authorized warranty for 36 months (Labor & Parts) Excluding Consumes. Bidder or its parent company or its subsidiary should have Island wide owned branch network Documentary evidence to be provided of the following under bidders' name. (a) Address, Contact Details & Date of Commencement of each branch / regional office (Should have completed minimum of 5 years from the Date of Commencement of each ranch/regional)			
Warranty Information	A sticker with <ul style="list-style-type: none"> • Supplier name • Contact Numbers • Date of Commissioning of Hardware • Warranty period In all Laptops			
Brochure	Supplier should provide original brochure of make/model quoted as per above specification			

Black & White Printers

Technical Specifications and Standards

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
General				
Brand	Reputed brand should be required			
Model	(Specify)			
Country of Manufacture	(Specify)			
Year of Manufacture	(Specify)			
Operating Conditions	-25°C ~ 60°C, Humidity 95% or less (non-condensing)			
Power Supply	DC 12V±10%			
Power Consumption	1330 W or less			
Dimensions	(Specify)			
Laser Printer	(Specify)			
LCD Display	(Specify)			
Print				
Printing Method	Monochrome Laser Beam Printing			
Print page sizes	A4, Letter			
Both side printing	Yes, Duplex			
Print Language	UFR II, PCL 6 , Adobe® PostScript® 3™			
Auto Duplex Print	Standard			
Available Paper Size for Auto Duplex Print	A4, Letter, Legal, Foolscap, Indian Legal			
Print Margins	5mm - top, bottom, left and right (Envelope: 10mm)			
Print Features	Poster, Booklet, Watermark, Page Composer, Toner Saver			
Print Speed	30PPM (One side or Duplex) or better			
Print Resolution	1200*1200 or better (Specify)			
Printing methods				

USB Direct Print	(Specify)			
Supported File Format for USB Direct Print	Supported File Format: JPEG, TIFF, PDF			
Network Printing (Wired)	(Specify)			
Network Printing (Wireless/Wi-Fi)	(Specify)			
Paper Handling				
Standard Cassette	250 sheets			
Multi-Purpose Tray	100 sheets			
Optional Paper Feeder	550 sheets			
Maximum Paper Input Capacity	900 sheets			
Paper Output	150 sheets			
Monthly Print count	More than 1000 pages			
Paper Size				
Cassette / Optional Paper Feeder	A4, B5, A5, A6, Letter, Legal, Statement, Executive, Government Letter, Government Legal, Foolscap, Indian Legal Custom (Min. 105.0 x 148.0mm to Max. 216.0 x 355.6mm)			
Multi-Purpose Tray	A4, B5, A5, A6, Letter, Legal, Statement, Executive, Government Letter, Government Legal, Foolscap, Indian Legal, Index Card Envelope: COM10, Monarch, C5, DL Custom (Min. 76.2 x 127.0mm to Max. 216.0 x 355.6mm)			
Paper Types	Plain, Heavy, Recycled, Colour, Label, Postcard, Envelope			
Per Paper Cost	(Specify)			
Other Features	Department ID, Secure Print			
Compatible Operating Systems	Windows 11/10/8.1/8/7, Ubuntu, MacOS			
Printer Drivers	(Specify)			
Toner Cartridge				

Toner Cartridge Model	(Specify)			
Page count for one cartridge	(Specify)			
Year of Manufacture				
Manufacture Experience	Manufacturer should have minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold Similar Product for last 3 years (Bidder should provide documentary evidence to support the above)			
Warranty	Manufacturer's warranty for 3 year and Manufacturer's warranty for each items should be specify separately. Warranty should be onsite, comprehensive, inclusive of replacement of all defective parts free of charge. All kind of repairs should be completed within 72 hours (three working days) during the warranty period. If it takes more than 3 working days to repair, backup Items should be provided.			
	Warranty Conditions should be mentioned separately.			
Post Warranty Services	(Specify)			
Brochures	Brochures for the offered model should be submitted			
Manuals	Operating Manual and User Manual with error codes			

Outstation Branch Services	<p>Bidder should have its own branch offices everywhere in the country. The branch office should be able to support the after sales services and delivery consumables when they need.</p> <p>a. Branch should be able to provide on – site breakdown assistance within 3hrs of reporting a breakdown with a separate workshop facility to repair items.</p> <p>b. Documentary evidence of island-wide branch network,</p> <p>i. Copies of deed lease agreement; payment of local taxes, utility bills should be attached proof of the branch existence.</p> <p>ii. Qualifications of the technical staff and details of their experience along with their EPF numbers should be mentioned.</p>			
Demo Item	Should provide a demo item when it is required for testing purposes.			
Other Price	Toner			
	Drum			
Unit Price				

3 in 1 Printers

Technical Specifications and Standards

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
Make, Brand & Model	(Specify)			
Country of Manufacturer	(Specify)			
Type	(Specify)			
Printing/copying process	Electrostatic Laser Dry			
Processor	300MHz or better			
Passwords	10 passwords			
Duplex Reversed Automatic Document Feeder (DADF)	Standard			
Duplex Printing	Standard			
Duplex Copying	Standard			
Scan destination	Scan to Mali box			
Scan features	Scan to PC Desktop			
Scan resolution	600 x 600 dpi or better			
Accounting	Copy Accounting – controls access and tracks usage			
Connectivity	USB 2.0 or better 10/100 built in Ethernet interface			
Compatible Operating System	Windows 7/vista/2000/XP/2003, Linux Printer drivers			
Power Requirements	AC 220-240V, 50/60 Hz			
Power Consumption	Operating (avg) – (Specify)			
	Power save mode – (Specify)			
Copy Memory	120 MB or better			
Continuous copying	1-999 continuous copying			
Copy speed	20 PPM or better			
Duty cycle	10000 – 12000 per month			

Cost per copy	(Specify)			
Maximum copy size	A3-A5			
Manufacture Experience	Manufacturer should have minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold Similar Product for last 3 years (Bidder should provide documentary evidence to support the above)			
Warranty	Manufacturer's warranty for 3 year and Manufacturer's warranty for each items should be specify separately. Warranty should be onsite, comprehensive, inclusive of replacement of all defective parts free of charge. All kind of repairs should be completed within 72 hours (three working days) during the warranty period. If it takes more than 3 working days to repair, backup Items should be provided.			
	Warranty Conditions should be mentioned separately.			
Post Warranty Services	(Specify)			
Brochures	Brochures for the offered model should be submitted			
Manuals	Operating Manual and User Manual with error codes			

Outstation Branch Services	<p>Bidder should have its own branch offices everywhere in the country. The branch office should be able to support the after sales services and delivery consumables when they need.</p> <p>a. Branch should be able to provide on – site breakdown assistance within 3hrs of reporting a breakdown with a separate workshop facility to repair items. b. Documentary evidence of island-wide branch network, i. Copies of deed lease agreement; payment of local taxes, utility bills should be attached proof of the branch existence. ii. Qualifications of the technical staff and details of their experience along with their EPF numbers should be mentioned.</p>			
Demo Item	Should provide a demo item when it is required for testing purposes.			
Other Price	Toner			
	Drum			
Unit Price				

Photocopy Machines

Technical Specifications and Standards

Purchaser's Requirements			Bidder's Offer	
Details	Priority	Specify	Yes (Y)/No (N)	Remarks
Brand	Specify			
Model	Specify			
Country of Origin	Specify			
Country of Manufacture	Specify			
Technology	Digital Monochrome			
Type	Digital - Max A3 Size Copy, Print & Scan			
Resolution (copy or print)	600 x 600 dpi or better			
Interface	Inbuilt Ethernet 100 Base - TX/10 Base - T with RJ 45 & USB 2.0			
Printing	Duplex printing(tray and bypass)			
Machine Memory	512 MB or more			
Zoom	25%-400% Zoom			
Multiple Copy	1 - 999			
Paper Capacity	250 sheets Universal Cassette for all Paper Sizes A3, A4, A5 (64 gsm to 80 gsm)			
Stack Bypass	100 Sheets or better			
Copier stand	Required			
Bypass Paper Weight	Specify			
Printing Speed	20 ppm or a more			
Scanning to PC	Color network push & pull scanning formats - PDF, TIFE, JPEG			
Control Panel	User Friendly touch panel			
Warm Up time	30 Sec or less			
Auto Duplex Coping & Printing	Should be available from cassette & bypass try (A5, LGL, B4, A3)			
Secure Printing	Should be in-built			
Magnification	25%-400% in 1% increment			

Multi by pass	100 sheet or above with adjustable paper holder			
Original	Max. Size – A3			
Confidential Printing	Ability to print document with password protection			
Access Codes	1000 ID codes with print limitations			
Duplex Automatic Document feeder	Should be in built with 50 sheets capacity			
Printing Facility	Network Printing should be available (Ethernet 100 Base – TX / 10 Base – T) / USB 2.0			
Printing Resolution	1200 x 1200 dpi or similar			
Direct Print	Ability to insert USB pen drive and print without using a PC			
Electronic Rotate Sorting	Should be available			
Booklet Printing	Should be available			
Toner saving mode	Should be available			
Toner	Min no of copies-specify			
	Price-specify			
Drum	Min no of copies-specify			
	Price-specify			
Software	Network set up tools configuration utility			
Cables	All cables and power codes			
Print Cartridges	Pre-installed			
Brochures	Brochures for the offered model should be submitted			
Manuals	Operating Manual and User Manual for photocopy with error codes			
Manufacture Experience	Manufacturer should have minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate	Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			
Bidders Experience	The bidder should have successfully sold same Similar Product for last 3 years (Bidder should provide			

	documentary evidence to support the above)			
Warranty	Manufacturer's warranty for 3 year, onsite comprehensive, inclusive of replacement of all defective parts free of charge. All kind of repairs should be completed within 72 hours (three working days) during the warranty period.			
	If it takes more than 3 working days to repair, backup printer should be provided.			
	Warranty Conditions should be mentioned separately.			
Outstation Branch Services	Bidder should have its own branch offices everywhere in the country. The branch office should be able to support the after sales services and delivery consumables when they need.			
	Bidder should have its own branch offices everywhere in the country. The branch office should be able to support the after sales services and delivery consumables when they need. a. Branch should be able to provide on – site breakdown assistance within 3hrs of reporting a breakdown with a separate workshop facility to repair items. b. Documentary evidence of island-wide branch network, i. Copies of deed lease agreement; payment of local taxes, utility bills should be attached proof of the branch existence. ii. Qualifications of the technical staff and details of their experience along with their EPF numbers should be mentioned			
Demo Item	Should provide a demo photocopy machines when it is required for testing purposes.			
Price of Toner Cartridges	<i>(please specify)</i>			
Price of Drum	<i>(please specify)</i>			
Price of Developer	<i>(please specify)</i>			
No of pages Per toners (bundle)	<i>(please specify)</i>			

Delivery				
After Sales Support				
Cost Per copy	<i>(please specify)</i>			
Price				

Firewall

Technical Specifications and Standards

Purchaser's Requirements		Bidder's Offer	
Details	Specify	Yes (Y)/No (N)	Remarks
General			
Must have all compliance features should be available on the date of proposal submission			
Should have ICSA Labs' Certification for Firewall and Related Technologies			
Accreditation and Product Test Reports			
The proposed vendor must have more than of 94% Security Effectiveness as per latest NSS Labs Next Generation Firewall report			
ICSA Certified for Next Generation Firewall, and Advance Threat Protection			
Should have FIPS 140-2 (with Suite B) Level 2 Certification for Firewall			
Hardware Appliance Performance and Physical Specifications			
It should support at least 3 Gbps Firewall Throughput for both Stateful/Stateless Transport Layer Protocols (TCP)			
Minimum IPS throughput should be 1.8 Gbps (TCP)			
Minimum Application Inspection throughput should be 1.8 Gbps (TCP)			
Minimum Deep Packet Inspection Firewall throughput should be 550 Mbps (TCP)			
Minimum Anti-Malware Inspection throughput shall be 1.4 Gbps (TCP)			
Minimum Next Generation Threat prevention throughput 1.4 Gbps (TCP)			
Firewall should support IPSEC VPN with AES/3DES throughput of 1.3 Gbps or better (TCP)			
Minimum Stateful Packet Inspection connections shall be 800,000 or better (TCP)			
Minimum Deep Packet Inspection connections shall be 200,000 or better (TCP)			
Minimum 10,000 new connections per second (TCP)			
Storage should be integrated with minimum 8 GB SSD and option to expand			
Should include expansion module for storage expansion			
Storage facilities must be integrated in order to avoid mechanical failures			
It should have Multicore processor-based open architecture for security controls and, limiting capabilities for expansion for evolving complex threats and higher performance, scalability, and energy efficiency. Also field upgradable to deal with the evolving security landscape from adding new functionality required to deal with changing protocols			

It should have Inspection Engine should perform proxy-less/non-buffering inspection to scan threats in both inbound and outbound traffic simultaneously			
It should have single-pass and parallel, processing architecture to provide high throughputs and low latency for session establishment and inspect malware, intrusions and applications			
Appliance preferably should be Desktop Form Factor			
Interface Requirement			
Minimum 8 x 1G ports from day one			
Minimum 2 SFP+ ports			
One of Console interface			
2 x 3.0 USB interface			
High Availability			
Proposed solution should be support Active/Passive.			
Proposed solution should be support single subscription for active/passive high availability			
Proposed solution should support deployment with state synchronization.			
Interface Operation Mode			
Transparent Mode			
Layer 2 Bridged Mode			
Wired Mode			
Tap Mode			
Next Generation Firewall Features			
Firewall should identify and control applications regardless of port and protocol for at least 3000 applications			
Should performs stream-based, bi-directional traffic analysis, without proxying or buffering, to uncover intrusion attempts and malware and to identify application traffic regardless of port.			
Should support Proxy-less and non-buffering inspection of network streams without introducing file and stream size limitations, and can be applied on common protocols as well as raw TCP streams			
It should have single-pass and parallel, processing architecture to provide high throughputs and low latency for session establishment and inspect malware, intrusions and applications			
It should support load-balances multiple WAN interfaces using Round Robin, Spillover or Percentage methods. Policy-based routing Creates routes based on protocol to direct traffic to a preferred WAN connection with the ability to fail back to			

a secondary WAN in the event of an outage.			
Should support guarantees critical communications with 802.1p, DSCP tagging and remapping of VoIP traffic on the network.			
Should blocks spam calls by requiring that all incoming calls are authorized and authenticated by H.323 gatekeeper or SIP proxy.			
Should prevents data leakage by identifying and controlling content crossing the network through regular expression matching.			
Should support custom applications by creating signatures based on specific parameters or patterns unique to an application in its network communications.			
It should support application bandwidth management granularly allocates and regulates available bandwidth for critical applications (or application categories), while inhibiting nonessential application traffic.			
Should controls applications (or specific components of an application) based on schedules, user groups, exclusion lists and a range of actions with full SSO user identification through LDAP/AD/Terminal Services/Citrix integration.			
The firewall must have the ability to manage firewall policy even if management server is unavailable			
Should support secure SD-WAN enables distributed enterprise organizations to build, operate and manage secure, high-performance networks across remote sites for the purpose of sharing data, applications and services using readily-available, low-cost public internet services.			
Should support Rest-API integration with third-party intelligence feeds to combat advanced threats such as zero-day, malicious insider, compromised credentials, ransomware and advanced persistent threats.			
The Firewall must support SYN flood protection provides a defense against DOS attacks using both Layer 3 SYN proxy and Layer 2 SYN blacklisting technologies. Additionally, it protects against DOS/DDoS through UDP/ ICMP flood protection and connection rate limiting.			
Threat Protection			
Tightly integrated intrusion prevention system (IPS) leverages signatures and other countermeasures to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities			
Identifies and blocks command and control traffic originating from bots on the local network to IPs and domains that are identified as propagating malware or are known CnC points.			
Extensive stream normalization, decoding and other techniques ensure that threats do not enter the network undetected by utilizing evasion techniques in Layers 2-7.			
URL ratings are cached locally on the firewall so that the response time for			

subsequent access to frequently visited sites is only a fraction of a second.			
Blocks content using any combination of categories. Filtering can be scheduled by time of day, such as during school or business hours and applied to individual users or groups.			
Should have facility to configurable policy options to block web sites based on banned words			
The firewall should stops existing spyware programs from communicating in the background with hackers and servers on the Internet, preventing the transfer of confidential information.			
The firewall should have not have any limit of file or stream size for virus scanning			
The firewall should be an option to create user-specified signatures			
The firewall should prevents Emailed spyware threats by scanning and then blocking infected Emails transmitted either through SMTP, IMAP or Web-based Email.			
Identifies and blocks protocol abuse/anomaly attacks that abuse protocols in an attempt to sneak past			
Should protect the network against zero-day attacks with constant updates against the latest exploit methods and techniques that cover thousands of individual exploits.			
IPS solution should have the capability to protect against Denial of Service (DOS) and DDOS attacks. Should have flexibility to configure threshold values for each of the Anomaly.			
Advanced Persistent Threat (APT) Protection			
Detects and blocks malware that does not exhibit any malicious behavior and hides its weaponry via custom encryption.			
Proactively detects and blocks unknown zero days malware via deep memory inspection in real time on cloud-based technology			
Identifies and mitigates sophisticated attacks where weaponry is exposed for less than 100 nanoseconds			
To prevent potentially malicious and suspicious files from entering the network, files sent to the cloud for detonation and analysis should not be released from the gateway level until a verdict is determined.			
Supports analysis of a broad range of file types, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR and APK plus multiple operating systems including Windows, Android, Mac OS and multi-browser environments.			
The Firewall should support multi-engine sandboxing architecture to prevent unknown and zero day attack.			
The firewall should identifies common protocols such as HTTP/S, FTP, SMTP, SMBv1/v2 and others, which do not send data in raw TCP.			

The firewall should inspect and decode payloads for malware, even if they do not run on standard, well-known ports			
SSL/SSH Decryption			
Decrypts and inspects TLS/SSL encrypted traffic on the fly, without proxying, for malware, intrusions and data leakage, and applies application, URL and content control policies in order to protect against threats hidden inside of encrypted traffic.			
SSH inspection Deep packet inspection of SSH (DPI-SSH) decrypts and inspects data traversing over SSH tunnels to prevent attacks that leverage SSH.			
The NGFW shall support the ability to have a SSL inspection policy differentiate between personal SSL.			
SSL decryption must be supported on any port used for SSL i.e. SSL decryption must be supported on non-standard SSL port as well			
Should support TLS 1.3			
Virtual Private Networks			
The VPN should be Firewall integrated and support following protocols, DES,3DES, MD5, SHA-1, SHA-256, MD5, Diffie-Hellman Group 1, Group 2, Group 5, IKE v1/2, AES 128/192/256			
It should have redundant VPN gateway, IPsec VPN for site-to-site connectivity, SSL VPN and IPSEC client remote access			
Windows, Linux and MAC OS for SSL-VPN (Should have always-on clients for these OS apart from browser-based access) should be supported			
The system should support IPSEC site-to-site VPN and remote user VPN in transparent mode			
Should support Hub and Spoke VPN topology, Route-based VPN (OSPF, RIP etc.)			
Should support PPTP and L2TP over IPsec VPN protocols			
Should support NAT within IPsec/SSL VPN tunnels			
IPsec VPN should support XAuth over RADIUS and RSA SecurID or similar product			
SD-WAN			
Propose solution should have SDWAN Controller and WAN -EDGE router			
Propose solution should handle by SD-WAN Controller and WAN EDGE router and scan all traffic by AV-Engine, IPS Engine			
Solution should be able to lower the costs by replacing expensive MPLS connections with cost-effective broadband options such as Ethernet, DSL and 3G/4G			
Solution should be able to achieve consistent performance and availability of business-critical and SaaS applications			
Solution should Secure traffic from advanced threats across the entire network			
Solution must have simplify deployment and ongoing management through			

centralized administration feature.			
Solution should support informed policy decisions with application-level visualization and traffic graphs			
Solution should support secure connectivity between locations using AES encryption standards, and support dedicated SDWAN grouping options			
Solution should support Multi-WAN Group Load-balancing WAN connections			
Solution must support in-depth application security, intelligence and control, SDWAN traffic monitoring option.			
SDWAN should support, at least following option to monitor the link – jittering, packet loss and latency			
Network Address Translation			
The proposed firewall must be able to operate in static NAT			
The proposed firewall must be able to support Network Address Translation (NAT)			
The proposed firewall must be able to support Port Address Translation (PAT)			
The proposed firewall shall support Dual Stack IPv4 / IPv6 (NAT64)			
Routing and Multicast Support			
The proposed firewall must support the following routing protocols:			
Static			
OSPF			
BGP			
The proposed solution must support Policy Based forwarding based on: - Zone - Source or Destination Address - Source or destination port - Services or ports			
The proposed solution should support the ability to create QoS. -by source address -by destination address -by application -by port and services			
PIM, IGMP			
Authentication			
Should support the following authentication protocols:			
Local			
LDAP			

Radius (vendor specific attributes)			
Tacacs+			
The proposed firewall's SSL VPN shall support the following authentication protocols			
Local			
LDAP			
Radius			
- Any combination of the above			
Deep Packet Inspection			
Should decrypt and inspect SSL traffic on the fly, without proxying, for malware, intrusions and data leakage, and applies application, URL and content control policies to protect against threats hidden in SSL encrypted traffic			
It should support deep packet inspection of SSH data traversing over SSH tunnel to prevent attacks			
Web Security			
Should have integrated category-based URL filtering which capable of filtering HTTP and HTTPS-based URLs			
Should be able to block different categories/sites based on users for at least 20 million sites under 50 categories			
Should be able to enforce acceptable use policies and block access to HTTP/HTTPS websites containing information or images that are objectionable or unproductive.			
Should have configurable options to allow/deny access to web sites in case if the URL rating service is unavailable			
Block content using the predefined categories or any combination of categories. Ability to schedule filtering by time of day, such as during school or business hours, and applied to individual users or groups.			
Should have configurable policy options to block URLs based on web patterns (e.g. Mail.* to secure webmail related sites)			
Should have configurable policy options to define the URLs what needs to be blocked as well as the exempt list			
Should have facility to configurable policy options to block web sites based on banned words			
Should have options to customize the block message information send to end-users			
Should have configurable parameters to block/allow unrated sites			
Firewall should support manual content as well as URL filtering support and also support user-based policies in addition to IP address-based policies			
DNS Security			
Should support split DNS servers			

DNS Security should have protections against DNS Rebinding Attacks			
Should be able to quickly detect command-and-control or data theft employing DNS tunnelling			
Should support DNS Sinkhole servers that gives out false information to prevent the use of the domain names it represents.			
Should support the ability to display suspicious DNS tunnel suspicious clients			
Should support the ability to white list DNS tunnel detection			
Anti-Spam			
Must include comprehensive Anti-Spam services			
Should support anti-spam security through Advanced IP-Reputation based and cloud-based detection methods			
Anti-spam feature must include the following detection and prevention methodologies and techniques:			
Complete inbound anti-spam protection			
Anti-phishing protection			
Anti-malware protection			
IP Reputation			
Advanced Content Management			
Should use advanced anti-spam techniques that utilize advanced filtering and machine-learning capabilities.			
Should utilize advanced filtering capabilities, image analysis and gibberish detection			
Anti-spam feature must be able to stop spam, phishing and virus attacks			
Anti-spam service should use advanced detection and prevention methods such as reputation checks based on IP, content, structure, links, images & attachments			
Should provide one-click anti-spam features			
Should include real-time threat intelligence and threat network			
Should include built-in allow and block lists			
Management & Reporting			
Firewall should support for SSHv2, Telnet, HTTP and HTTPS-based management			
Propose system should syslog and IPFIX/NetFlow			
Should have capability to define user-based traffic quotas on upload/download and cyclical or non-cyclical.			
Should support out-of-box reporting.			
Failure of the storage of the proposed solution must not affect the availability of reporting and analytics data.			

Proposed solution reporting system should be cloud-based.			
Proposed management solution should be separate solution to not impact on performance of NGFW appliance.			
Proposed reporting solution should be separate solution to not impact on performance of NGFW appliance.			
Proposed solution should support historical reporting.			
Should support scheduled PDF reports -/Group/Device level.			
Should support reporting - Multi-Threat/User-Centric/Application Usage/Bandwidth and Services/Per User Bandwidth.			
Proposed solution should be able to provide retention period for all reports for upto 1 year.			
Proposed solution should be able to provide retention period for all analytics up to 1 month.			
Should support comprehensive customizable reports			
Propose system should support on reports on export reports to a Microsoft® Excel spreadsheet, portable document format (PDF) file.			
Should support centralized logging.			
Support & Warranty			
Should be integrated with next generation firewall feature set including Threat Protection, IPS, Application Control, Anti-malware, URL Filtering, Antispam Service, DNS Security, Real-Time Threat Protection and Advanced Threat Protection.			
Should be proposed with 3 years warranty, support and subscriptions with 24x7x365 days TAC support.			
Support and warranty for 4th and 5th year renewal should also be proposed for each year separately.			
Installation and Implementation Should be done			
User Training Should be provided free of charge and on call support should be provided			
Manufacture Experience Manufacturer should have minimum of 10 years' experience in manufacturing of the same brand. (Proof document should be attached)			
Manufacturer Authorization Certificate Manufacturer Authorization Certificate should be provided. (Originals should be provided on request)			

Bidders Experience The bidder should have successfully sold same Similar Product for last 3 years (Bidder should provide documentary evidence to support the above)			
Delivery Delivery should be provided			

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 therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment 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 fulfillment 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.

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| 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 fulfillment 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.

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| 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 | <p>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.</p> <p>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.</p> <p>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 travelin g and board and lodging expenses.</p> |

- 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 twelve (12) 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 willful 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

- 35.1 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

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(i)	The Purchaser is: Director, National Youth Corps
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is: Yakkala Main Stores and National youth Corps Head Quarters
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Director, National Youth Corps, No 420, Bauddaloka Mawatha, Colombo 07.
CC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>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.</p> <p>a. On Delivery: maximum of eighty (80)% percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified below and subject to Inspections, and Documentation specified in the Schedule of Requirements.</p> <p>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Warranty Certificate.</p> <p>(iii) Delivery note or confirmation of receipt of goods with 01 Copy confirming items delivered and installed.</p> <p>(iv) Acceptance certificate certifying that the Goods delivered and installed are in good condition and good order issued by Purchaser or nominated and authorized person by the Purchaser.</p> <p>b. On Acceptance: Twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the completion of delivery of the total quantity of devices and receipt of the acceptance certificate issued confirming the completion of the software installations and user training.</p>
CC 17.1	<p>Performance Security shall be;</p> <ol style="list-style-type: none"> 1. The amount of the Security shall be 10% of the Contract Price. 2. Validity period of the Performance Security should be 365 days beyond the Delivery Completion Date. 3. Addressed to the Chairman, National Youth Corps. 4. Issued by a commercial bank operating in Sri Lanka acceptable by the Central Bank of Sri Lanka
CC 26.1	The liquidated damage shall be 01 % of the contract values of delayed lot(s) per week
CC 26.1	The maximum amount of liquidated damages shall be 10% of the contract values of the delayed lot(s)
CC 27.3	Manufacturer's warranty for 3 year and Manufacturer's warranty for each items should be specify separately. Warranty should be onsite, comprehensive, inclusive of replacement of all defective parts free of charge. All kind of repairs should be completed within 72 hours (three working days) during the warranty period. If it takes more than 3 working days to repair, backup Items should be provided.

1. 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 ofor 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 Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods 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 Technical 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 Goods 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 Goods 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]*

2. 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)]

3. 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)]*⁵⁰ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁵¹.

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

Ministry of Women, Child, Youth Affairs and Sports
National Youth Corps
Invitation for Bids (IFB)

Supply, Delivery, and Installation of Computers and Computer
Related Items for National Youth Corps Training Centers

IFB No: YC/2/4/2024/G/11

01. The Chairman, Department Procurement Committee (Major), on behalf of National Youth Corps that functions under the purview of the Ministry of Women, Child, Youth Affairs and Sports now invites sealed bids from eligible and qualified bidders for the Procurement of Supply, Delivery, and Installation of Computers and Computer Related Items for National Youth Corps

A summary of the requirement is given in Table below:

Lot No.	Item No	Description of Item	Quantity (Units)
Lot A	01	Desktop Computers - Basic	197
	02	Desktop Computers - High End	02
	03	Computer Monitors	300
Lot B	04	Laptops	08
	05	Black and White Printers	13
	06	03 in 01 Printers	06
	07	Photocopy Machines	03
	08	Firewall	01

02. Bidders are allowed to bid for any single Lot or both Lots. Each Lot shall be evaluated separately. Bidders are required to bid for all the items in a Lot and total quantity of each item. Partial Bids shall be treated as non-responsive and rejected. Detailed description of the Requirement and Specifications is given in the Bidding Document.

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

04. Interested bidders may obtain further information from Mr .R Nishantha Pushpakumara -AAL, Additional Director (Admin & Finance), No 420, Bauddhaloka Mawatha, Colombo 07 and inspect the bidding documents free of charge during office hours on working days commencing from 03.10.2024 at the Head office of National Youth Corps at the above address. Telephone: 0112690294, email:procurement@youthcorps.lk. Bidding documents are available on National Youth Corps Website (<https://youthcorps.lk/>) only for inspection purposes.

05. 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 Sixteen Thousand (LKR 16,000.00) effective from **03.10.2024** until **23.10.2024** during office hours on working days from 9:00hrs to 1500hrs the office of the National Youth Corps at No 420, Bauddhaloka Mawatha, Colombo 07. The method of payment will be by cash.

06. A Pre-bid meeting which potential bidders may attend will be held at **11 00 hrs (11 a.m.) on 11.10.2024** at the office of National Youth Corps at the above address. A maximum 2 numbers of representatives are allowed from each bidder.

07. Bids shall be delivered or sent by Registered post to the Chairman, Department Procurement Committee (Major) of National Youth Corps, **No 420, bauddhaloka Mawatha, Colombo 07** to reach on or before **11 hrs (11.00 a.m) on 24.10.2024**. Bids will be opened soon after closing at the National Youth Corps, No 420, Bauddaloka Mawatha, Colombo 07 in presence of the bidders representatives who choose to attend. Bids 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 envelopes. Late Bids and Bids sent electronically will not be accepted and will be rejected.

08. All bid documents must be accompanied by an unconditional, on demand Bid Security issued by a commercial bank registered in Sri Lanka. Bidders who submit bids for both Lots shall provide separate Bid Securities for each Lot as follows. It shall be issued in favour of **Chairman, National Youth Corps, No 420, Bauddhaloka Mawatha, Colombo 07 and valid up to 19.02.2025**

Lot No	Item No	Bid Security Amount (Rs)
A	1,2 & 3	500,000.00
B	Lot 4, 5, 6,7 & 8	115,000.00

09. Bids shall be valid for a period of 91 days from the date of deadline from submission of the bids.

10. National Youth Corps will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chairman
Department Procurement Committee (Major)
National Youth Corps
No 420, Bauddhaloka Mawatha, Colombo 07
03.10.2024

