



# **BIDDING DOCUMENT**

**MINISTRY OF HIGHER EDUCATION**

**THE OPEN UNIVERSITY OF SRI LANKA**

**Credit/Grant #: Government Grant**

**Standard Bidding Document**

**For**

**Purchasing, Supplying, Delivering, Configuration and Installation of Network  
Hardware Infrastructure Facilities to the IT Division**

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

**Client**

The Open University of Sri Lanka  
P.O. Box 21, Nawala,  
Nugegoda,



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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 items, 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 Act ion, 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 Act ion. 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.nda.gov.lk](http://www.nda.gov.lk).
- 4.4 Foreign Bidder may submit a bid only if so stated 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.

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| 12. | <b>Bid Submission Form and Price Schedules</b> | 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. | <b>Alternative Bids</b>                        | 13.1 | Alternative bids shall not be considered.   |
| 14. | <b>Bid Prices and Discounts</b>                | 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 | <ul style="list-style-type: none"> <li>(i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier: <ul style="list-style-type: none"> <li>(a) on components and raw material used in the manufacture or assembly of goods quoted; or</li> <li>(b) on the previously imported goods of foreign origin</li> </ul> </li> <li>(ii) However, VAT shall not be included in the price but shall be indicated separately;</li> </ul> |

- (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 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, 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](http://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 agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. **Format and Signing of Bid**

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

and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or 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 26.1.

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

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

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. **Late Bids**

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

25. **Withdrawal, and Modification of Bids**

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

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

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

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

26. **Bid Opening**

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

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

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

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

#### **Evaluation and Comparison of Bids**

#### **27. Confidentiality**

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

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

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

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

**28. Clarification of Bids**

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

**29. Responsiveness of Bids**

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

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

(a) affects in any substantial way the scope, quality, or performance of the Goods and

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

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

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



30. **Nonconformities,  
Errors, and  
Omissions**

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.

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| 31. Preliminary Examination of Bids                           | <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;</li> <li>(b) Price Schedules, in accordance with ITB Sub-Clause 12;</li> <li>(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.</li> </ul>   |
| 32. Examination of Terms and Conditions; Technical Evaluation | <p>32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the <b>Contract Data</b> have been accepted by the Bidder without any material deviation or reservation.</p> <p>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.</p> <p>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.</p> |
| 33. Conversion to Single Currency                             | <p>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.</p>   |
| 34. Domestic Preference                                       | <p>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</p>   |

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 all items, and shall allow the Purchaser to award one Bidder. The methodology of evaluation to determine the lowest-evaluated item, is specified in Section III, Evaluation and Qualification Criteria.

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| 36. | <b>Comparison of Bids</b>   | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.   |
| 37. | <b>Post qualification of the Bidder</b>                                   | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.   |
|     |   | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.  |
|     |   | 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 38. | <b>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 38.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.  |

#### Award of Contract

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| 39. | <b>Award Criteria</b>  | 39.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.  |
| 40. | <b>Purchaser's Right to Vary Quantities at Time of Award</b> | 40.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |

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| 41. | <b>Notification of Award</b> | 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. | <b>Signing of Contract</b>   | 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. | <b>Performance Security</b>  | 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 Con                    |

## Section VI. Conditions of Contract

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## Section VI. Conditions of Contract

1. **Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (d) "Day" means calendar day.
  - (e) "Completion" means the 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.

- |                                |  |
|--------------------------------|--|
| <b>3. Fraud and Corruption</b> | <p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>(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</li> <li>(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.</li> </ul> |
| <b>4. Interpretation</b>       | <p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement<br/>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.</p> <p>4.3 Amendment<br/>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.</p> <p>4.4 Severability<br/>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.</p>   |
| <b>5. Language</b>             | <p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the</p>  |



- 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 (SLSI). 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. | <b>Scope of Supply</b>             | 11.1 | The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| 12. | <b>Delivery and Documents</b>      | 12.1 | Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data. |
| 13. | <b>Supplier's Responsibilities</b> | 13.1 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.   |
| 14. | <b>Contract Price</b>              | 14.1 | Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.  |
| 15. | <b>Terms of Payment</b>            | 15.1 | The Contract Price, shall be paid as specified in the <b>Contract Data</b> .   |
|     |                                    | 15.2 | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon 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. The Purchaser should provide the letter of confirmation of Vat before make the payment.
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 consent of the other party hereto, divulge to any confidential and shall not, without the written third party any documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

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

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

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

**20. Subcontracting**

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

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

**21. Specifications and Standards**

21.1 Technical Specifications and Drawings

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

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22. Packing and Documents**

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

**23. Insurance**

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

**24. Transportation**

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

**25. Inspections and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access

to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause

25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26.     **Liquidated  
Damages**

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

27.     **Warranty**

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

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

27.3     Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for 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.

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

WHEREAS the Purchaser invited bids for certain 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)]*<sup>50</sup> in figures and words upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

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

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

<sup>50</sup> The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>51</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]*<sup>51</sup>*[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## 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 notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is : <b>Vice Chancellor , The Open University of Sri Lanka</b>
ITB 1.1	<p>The name and identification number of the Contract are:  <b>Purchasing, Supplying, Delivering, Configuration and Installation of Network Hardware Infrastructure Facilities to the IT Division</b></p> <p><b>IFB NO: OUSL/SUP/EQ/IFB/06/02/2023</b></p>
ITB 2.1	The source of funding is: <b>G.O.S.L</b>
ITB 4.4	Foreign bidders are allowed to participate in bidding: <b>Not Applicable</b>
<b>B. Contents of Bidding Documents</b>	
ITB 7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention : <b>Assistant Bursar</b></p> <p>Address: <b>Supplies Division, The Open University of Sri Lanka, P.O. Box 21, Nawala, Nugegoda</b></p> <p>Telephone: <b>0112-881212</b></p> <p>Facsimile number : <b>011-2853687</b></p> <p>Electronic mail address : <b><u>awday@ou.ac.lk</u></b></p>

### C. Preparation of Bids

**ITB  
14.3**

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

The bidders may quote following minimum quantities:

Item No	Name of the Items	Qty	Units
1	Layer 3 Switch	02	Nos
2	Firewall	02	Nos
3	Firewall Analyzer	01	Nos
4	Wireless Controller (Cloud)	01	Nos
5	Wireless Access Point	40	Nos

**ITB  
15.1**

The bidder shall quote the local expenditure in Sri Lankan Rupees.

**ITB  
17.3**

Period of time the Goods are expected to be functioning (for the purpose of spare parts): **Minimum of 05 years of operation**

**ITB  
18.1  
(a)**

Manufacture Authorization is : **Required**

**ITB  
18.1  
(b)**

After sales service is: **Required**

**ITB  
19.1**

The bid shall be validity until. **91 days from bid opening date (Up to 14/09/2023)**

**ITB  
20.1**

(a) Bid shall include a Bid Security (issued by bank or Bank should be licensed Commercial Bank)  
included in Section IV Bidding Forms **Purchasing, Supplying, Delivering, Configuration and Installation of Network Hardware Infrastructure Facilities to the IT Division**

**ITB  
20.2**

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

The amount of the Bid Security shall be as follows: -

Item No	Bid Security (SLRS)	Valid up to
1	1,200,000.00	28/09/2023

The validity period of the bid security shall be until **105 days from bid opening date (up to 28/09/2023)**

<b>D. Submission and Opening of Bids</b>	
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks<sup>16</sup>: <b>Purchasing, Supplying, Delivering, Configuration and Installation of Network Hardware Infrastructure Facilities to the IT Division</b></p> <p>(OUSL/SUP/EQ/IFB/06/02/2023)</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: <b>The Chairman, Department Procurement Committee.</b></p> <p>Address: <b>Supplies Division, The Open University of Sri Lanka, P.O. Box 21, Nawala, Nugegoda</b></p> <p>Telephone; <b>011-2881212</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>15/06/2023</b> Time: <b>3.00 pm</b></p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: <b>Supplies Division, The Open University of Sri Lanka</b></p> <p>Date: <b>15/06/2023</b> Time: <b>3.00 pm</b></p> <p>A pre-bid meeting will be held on <b>07/06/2023 at 10.00 am (only via zoom)</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 34.1	<p>Domestic preference [insert "shall" or "shall not"] be a bid evaluation Factor. <b>Applicable</b></p>
ITB 35.3 (d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria<sup>21</sup>:</p> <p>(a) Deviation in Delivery schedule<sup>22</sup>:</p> <p><b>Option 1 is selected, and the adjustment is <sup>23</sup>: 0.5% per week</b></p>
ITB 35.4 26	<p>The following factors and methodology will be used for evaluation:</p> <p>(a) <b>Financial Capability</b></p> <ol style="list-style-type: none"> <li>1. Audited Financial Report in the last three years.</li> <li>2. Experience in similar nature goods service for last five years.</li> </ol> <p>(b) <b>Experience and Technical Capacity</b></p> <ol style="list-style-type: none"> <li>1. 05 years' experience in providing similar nature goods service in repeating of Sri Lanka You have to be proved above prevailing necessary documents.</li> <li>2. After Sales Services: - <ul style="list-style-type: none"> <li>• Number &amp; Level of expertise of available staff</li> <li>• Duration of After Sale Service</li> </ul> </li> </ol> <p>© <b>Documentary Evidence</b></p> <ol style="list-style-type: none"> <li>1. Letter of Manufacturer Authorization</li> <li>2. ISO Certificate</li> <li>3. Manuals</li> <li>4. Brochures</li> <li>5. <b>Energy Star Certificate</b></li> </ol>

	<p><b>(d ) Domestic Preference</b></p> <p>The following procedure will be adopted when purchasing hardware products.</p> <p>Preference will be given for Domestic firms offering at least 25percent local value addition in hardware in terms of manufacturing or assembling categories. Where value addition will be recognized in the following categories:</p> <ul style="list-style-type: none"> <li>a) Material – minimum 5percent of local material out of 25percent of local value addition</li> <li>b) Expertise Labour</li> <li>c) Local overheads Support Maintenance Software</li> </ul> <p>To ascertain local value addition, the bidder should submit detailed cost breakdown of local value addition along with the financial proposal and at the evaluation stage the bidders should be required to provide a certification from an authorized auditor certifying such value addition. Such firm that satisfies the requirement for at least 25percent value addition will be awarded 30percent preference in the financial evaluation and not in technical evaluation.</p>
<b>ITB 35.5</b>	<p>Bids will be evaluated lot wise and therefore interested eligible bidders should quoted for all item listed in the price schedule to be qualified for evaluation. The bidder who failed to quote in an item listed in the schedule will not be qualified for evaluation.</p>

### **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

*[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

#### **Contents**

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

## 1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

### (a) Delivery schedule

#### Option 1

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

### (b) Deviation in payment schedule. [insert one of the following ]

- (i) Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the

Bidder selected on the basis of the base price for the payment schedule outlined in the Contract Data.

Or

- (ii) The Contract Data stipulate the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).

### (c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the following]

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items,



at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. Add quantities

or

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

(d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)]

2. **Evaluation Criteria (ITB 35.4  
(describe the methodology)**

**2. Multiple Contracts (ITB 35.5)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements) The Purchaser shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6

(b) take into account:

- (i) The lowest-evaluated bid for each lot and
- (ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid"
- (iii) Bids will be evaluated lot wise and therefore interested eligible bidders should quoted for all item listed in the price schedule to be qualified for evaluation. The bidder who failed to quote in an item listed in the schedule will not be qualified for evaluation.

### **3 Post qualification Requirements (ITB 37.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### **(a) Financial Capability**

3. Audited Financial Report in the last three years.
4. Experience in similar nature goods and services for last five years.

#### **(a) Experience and Technical Capacity**

(A) 05 years' experience in providing similar nature goods and services in repeating of Sri Lanka You have to be proved above prevailing necessary documents.

(B) After Sales Services: -

- Number & Level of expertise of available staff
- Duration of After Sale Service

(b) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

1. Letter of Manufacturer Authorization
2. ISO Certificate
3. Manuals
4. Brochures
5. Energy Star Certificate

### **4 Domestic Preference (ITB 34.1)**

The following procedures will be adopted when purchasing hardware products. Preference will be given for Domestic firms offering at least 25 percent local value addition in hardware in terms of manufacturing or assembling categories. Where value addition will be recognized in the following categories:

- a) Material – Minimum 5 percent of local material out of 25 percent of local value addition
- b) Expertise Labour
- c) Local overheads Support Maintenance Software

To ascertain local value addition, the bidder should submit details cost breakdown of local value addition along with the financial proposal and at the evaluation stage the bidders should be required to provide a certification from an authorized auditor certifying such value addition. Such firm that satisfies the requirement for at least 25 percent value addition will be awarded 30 percent preference in the financial evaluation and not in the technical evaluation.

## Section IV Bidding Forms

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## Bid Submission Form

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

Date of Bid Submission : .....

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

To: Vice Chancellor, The Open University of Sri Lanka, Nawala, Nugegoda

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 Services.

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

Item No	Name of the Items	Qty	Units	Earlier Delivery Date	Bid Security (SLRS) Valid up to 28/09/2023 (LKR)
1	Layer 3 Switch	02	Nos	120 days	1,200,000.00
2	Firewall	02	Nos	120 days	
3	Firewall Analyzer	01	Nos	120 days	
4	Wireless Controller (Cloud)	01	Nos	120 days	
5	Wireless Access Point	40	Nos	120 days	

- (c) The total price of our Bid without VAT, including any discounts offered is:

Rs. .... ( In words)

Rs. .... (In figures)

- (d) The total price of our Bid including VAT, and any discounts offered is:

Rs. .... ( In words)

Rs. .... (In  
figures)

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signature : .....

Name of the person signing the bid: .....

National ID No: .....

Designation: .....

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

Name & address of the organization: .....

.....  
(Company Seal)

PRICE SHEDULE

1	2	3	4	5	6	7	8	9	10	11
Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)										
Line Item No.	Name of the Items	Qty and unit	Unit price (inclusive of duties, other sales and taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)	Remarks
1	Layer 3 Switch	02 Nos								
2	Firewall	02 Nos								
3	Firewall Analyzer	01 Nos								
4	Wireless Controller (Cloud)	01 Nos								
5	Wireless Access Point	40 Nos								

Total Cost in words: -

Name of the Organization: -

Date:-

Signature: -

## Bid Guarantee

IFB NO: OUSL/SUP/EQ/IFB/06/02/2023

*[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: ----- Vice Chancellor, Open University of Sri Lanka

Date: -----

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

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

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

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

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

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

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

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

## Bid-Securing Declaration

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

*[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----[insert date by bidder]

\*Name of contract ----- [insert name]

\*Contract Identification No: -----[insert number]

\*Invitation for Bid No.: ----- insert number]

\*To: ----- [insert the name of the Purchaser]

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]  
Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month], [insert year]



## Manufacturer's Authorization

Date: *[insert date (as day, month and year) of Bid Submission]*  
IFB NO: OUSL/SUP/EQ/IFB/06/02/2023

To: Vice Chancellor, The Open University of Sri Lanka

### 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]*

## POST QUALIFICATION REQUIREMENT

Description	Bidders Response	
	Provided	Not Provided
<b>(1) Financial Capability</b>		
a. Audited Financial Report in the last three years.		
b. Information on similar deliveries in last three years		
<b>(2) Experience and Technical Capacity</b>		
2.1 Estimated cost of spare parts & other consumables		
2.2 After Sales Services :-		
<ul style="list-style-type: none"> <li>● Proximity of service facilities to the location where equipment will be installed.</li> <li>● Number &amp; level of expertise of available staff</li> <li>● Level of spare parts stock.</li> <li>● Duration of spare parts manufactured</li> <li>● Duration of After Sale Service</li> </ul>		
<b>(3) Documentary Evidence</b>		
3.1 Letter of Manufacturer Authorization		
3.2 ISO Certificate		
3.3 Manuals		
3.4 Brochures		
<b>(4) Domestic Preference</b>		
4.1 A certification from an authorized auditor certifying such value addition		

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## 1. List of Goods and Delivery Schedule

IFB NO: OUSL/SUP/EQ/IFB/06/02/2023

Line Item No.	Description of Goods or related services	Qty	Unit	Final (Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
1	Layer 3 Switch	02	Nos	The Open University of Sri Lanka	120 days from the date of awarding		
2	Firewall	02	Nos	The Open University of Sri Lanka	120 days from the date of awarding		
3	Firewall Analyzer	01	Nos	The Open University of Sri Lanka	120 days from the date of awarding		
4	Wireless Controller (Cloud)	01	Nos	The Open University of Sri Lanka	120 days from the date of awarding		
5	Wireless Access Point	40	Nos	The Open University of Sri Lanka	120 days from the date of awarding		

## 2. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Detailed tests required (type and number).*
  - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
  - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*

- (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

#### **NOTE TO BIDDERS**

- 1. All columns on forms must be filled in ink.*
- 2. Any Alternations /Deletions cut off by re – written, and initialed by the tendered.*
- 3. Please avoid using tippex and any similar substance or writing one over the other.*
- 4. Please indicate any discount applicable or if any other tax is changed in addition to the amount quoted.*
- 5. Bids which are not forwarded required outline in (01) above shall be rejected.*
- 6. Please submit catalogue all items.*
- 7. Alternative bids are rejected, no options*
- 8. Bids will be evaluated lot wise and therefore interested eligible bidders should quoted for all item listed in the price schedule to be qualified for evaluation. The bidder who failed to quote in an item listed in the schedule will not be qualified for evaluation.*

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

TECHNICAL SPECIFICATION FOR LAPTOP COMPUTERS – GENERAL PURPOSE & COMPUTER PARTS					
1	2	3	4	5	6
Description of Goods or related services	No. of Annexure	Technical Specifications and Standards			
		Purchase Requirements		Bidder's offer	
		Details	priority	Yes (Y) No (N)	Remarks
1. Layer 3 Switch	Annexure 1				
2. Firewall	Annexure 2				
3. Firewall Analyzer	Annexure 3				
4. Wireless Controller (Cloud)	Refer Annexure 5 & 6				
5. Wireless Access Point	Annexure 5 & 6				

Item No	Description of Goods or Related Service				
	<b>Technical Specifications and Standards – Layer 3 Device (Core Network switch) 02 Nos</b>				
	<b>Purchaser's requirements</b>			<b>Bidder's Offer</b>	
	<b>Features</b>		<b>Priority</b>	<b>Yes/No</b>	<b>Remarks</b>
	Make	Specify			
	Model	Specify			
	Country of Origin	Specify			
	Country of Manufacture	Specify			
	Switch Port Requirement	24 x 10 SFP+ Ports and 4SFP56 Ports			
		All the access ports are to be populated with MM 10G (SFP+) Transceivers. (24 Ports)			
		24 Ports 1G Base-T and 4SFP56 Ports			
		1 RJ-45 or USB-C serial console port			
		1x OOBM Port for remote management			
		1x USB Port			
		Switching capacity should support a minimum of 800 Gbps			
		Should be upgraded up to 240 SFP+ ports (future expansion)			
		Minimum two or more Hot swappable power supplies			
		IEEE 802.3ad LACP support 256 or more LAGs and 8 links per LAG			



	Resiliency	Minimum stacking of two or more Switches works as a single Virtual Switch synchronizes the control plane to each other.			
		Separate data and control paths that keep service processing isolated to increase security			
		Unidirectional Link Detection (UDLD) to monitor link connectivity and shut down ports at both ends if unidirectional traffic is detected.			
	Performance	8GB RAM and 32GB flash and 32MB packet buffer or more			
		Shall have a switching capacity of 800Gbps or more			
	Layer 2 Features	MAC address table size of minimum 32K entries			
		VxLAN encapsulation for overlay network in Virtual Network Deployment			
		4096 or more active VLANs			
		IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol, RPVST+			
		Port mirroring enables traffic on a port to be simultaneously sent to a network analyzer for monitoring			
		Dual IP Stack for IPv4 and IPv6			
		Support MP-BGP, OSPF, RIPv2, RIPv6 and Policy Based routing			
		Minimum 61K IPv4 and 32K IPv6 unicast routes			
		IP Multicast routing PIM sparse and dense modes			
		Should support DHCP server for IPV4 address for the network			

	Layer 3 Features	IGMP v2, LLDP, Network DOS filtering			
		Domain Name System (DNS) for IP to domain name resolution			
		Equal-Cost Multipath (ECMP) increases link redundancy and bandwidth			
		Generic Routing Encapsulation Protocol (GRE) for site to site tunnel over L3 Network			
	QoS and Security Features	Access Control Lists for filtering traffic to prevent unauthorized users from accessing the network			
		Strict priority (SP) queuing and Deficit Weighted Round Robin (DWRR)			
		Include IP SLA for Voice Quality Monitor			
		Port security, Broadcast Control			
		Configuration through the secure command-line interface (CLI) over Telnet, SSH, Web, and Cloud Management without additional hardware			
		Network Configuration, Audit, and Orchestration of Software Integration			
		Internal Network Analytics Engine to Run Python Scripts also Possible Download from Vendors Global Library			
		Should support for SNMPv1, v2, and v3, pre-configuration cloud or 3 <sup>rd</sup> party NMS software for remote branches			
		FTP and TFTP support, sFlow for traffic accounting			
		RADIUS or TACACS+ for switch security access administration			
		Network Time Protocol (NTP) or equivalent support			

	Management Features	Dual Flash images and multiple configurations and Operating System files			
		Software-defined and ready with REST API support			
		Built-in Time Series DataBase (TSDB) store config and operational data Analyze trends in network			
	Accessories	2*Power Cords (C13 - C14 to support PDU, 2.5m) and OEM mounting brackets, Stack data cable (DAC), and power cables.			
	Vendor Recognition	The vendor should be listed in the Leaders quadrant of the Gartner Magic report for Wired and Wireless LAN Access Infrastructure for the last 05 years or more. (Document should provide)			
	Power and Environmental Features	Should 2 or more Hot swappable power supplies			
		50/60Hz, 110-240V, 1100W Max power standard or below			
		2 Field-replaceable, hot-swappable Fans (Front to Back Airflow)			
		Should be 7U or below & 19" rack mountable			
		Should be 0°C to 45°C Operating Temperature			
	Warranty and Support	5 years comprehensive warranty from OEM without any additional charge			
		Bidder shall provide a replacement unit if the unit is taken out of the university for repair			
		Local Independent spare depot maintained by the Manufacturer.			
		Transportation to and from the university in the case of a repair during			

		the warranty period shall be free of charge.			
	Manufacturer Authentication	Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer of the goods to supply goods in Sri Lanka (Manufacturer Authorization Letter should be attached)			
	Manuals Brochure	Bidder should include necessary manuals (Brochures) and documentation related to the product			
	Compliance with Standards	All hardware should comply with current safety standards for Radiation, electrical safety, and RFI. The vendor should indicate relevant standards to which their equipment is conforming. The vendor should have ISO certification for all hardware. (Document should provide)			
	After Sales Service	The bidder shall demonstrate his (her) ability to provide the necessary after-sales services, within the warranty period. This shall be by the way of including a description of the organization of the service function. Testimonies from the current users of a similar system in Sri Lanka and any other relevant documentary proofs			

Item No	Description of Goods or Related Service				
	<b>Technical Specifications and Standards – Firewall 02 Nos</b>				
	<b>Purchaser's requirements</b>			<b>Bidder's Offer</b>	
	<b>Features</b>		<b>Priority</b>	<b>Yes/No</b>	<b>Remarks</b>
	Make	Specify			
	Model	Specify			
	Country of Origin	Specify			
	Country of Manufacture	Specify			
	Type	19" inch rack-mountable			
	General Requirements	The proposed solution should include two identical HW firewall appliances in an HA cluster configuration			
		The proposed firewall shall be an appliance-based hardware platform that is optimized and purpose-built for high performance with a security-hardened, purpose-built operating system			
	Interface and Connectivity Requirements (interfaces/modules)	The proposed firewall shall have USB interfaces for backing up/ restoring configuration, upgrading software images			
		8 x 10GbE SFP+ interfaces			
		7 x 1GbE SFP interfaces			
		16 x 10/100/1000 RJ-45 Copper Interfaces			
		1 x Dedicated RJ-45 MGMT interface			
		1 x Dedicated RJ-45 HA interface			
	Performance Requirements	1 x USB port			
		The proposed firewall shall support at least 7 million concurrent connections			
		The proposed firewall shall support a minimum of 500,000 new sessions per second of processing			
		The proposed firewall shall have the following minimum performance for NGFW, IPS, and Threat Prevention based on real-world Traffic Mix.			
		Minimum IPS Throughput - 12 Gbps			
		Minimum Threat Protection Throughput - 9 Gbps			
		Minimum SSL Inspection Throughput - 8 Gbps			
		The proposed firewall shall support Static Routing			
		The proposed firewall shall support Policy-based Routing			

	Network & Routing Requirements	The proposed firewall shall support Dynamic Routing (RIP, OSPF, BGP & IS-IS) for both IPv4 and IPv6			
		The proposed firewall shall support Multicast Routing			
		The proposed firewall shall support Net Flow or sFlow			
	Firewall Features Requirements	The proposed firewall shall be able to operate in standard NAT mode, bridge mode, or transparent mode			
		The proposed firewall shall provide NAT functionality, including PAT			
		The proposed firewall shall support Policy-based NAT			
		The proposed firewall shall support User-Group based Authentication (Identity-based firewalling) and Scheduling			
		The proposed firewall shall have IPv6 support for both NAT and Transparent Mode			
		The proposed firewall should support the creation of up to 10 virtual firewalls on the device itself. Any required licenses should be included.			
		The firewall should include a pre-defined database of internet services which can be referenced in the firewall policy			
	Authentication Requirements	The proposed firewall shall have support for user authentication (Local and Remote)			
		The proposed firewall shall have support for external RADIUS, LDAP, and TACACS + integration for User and Administrator Authentication			
		The proposed firewall shall support Native Windows Active Directory Integration			
		Support PKI/Digital Certificate based two-factor Authentication for Firewall Administrators			
	Administration & Management Requirements	The proposed firewall shall support WebUI (HTTP/HTTPS) and CLI (Telnet/ SSH) based management			
		The proposed firewall shall have configurable options to define remote access to the firewall on any interface and restrict the same to a specific IP/Subnet (i.e. Trusted Hosts for Management)			
		The proposed firewall shall support connecting directly to the firewall through a console connection (RJ45 or DB9)			
		The proposed firewall shall have SNMPv2c and SNMPv3 support			
		The proposed firewall shall have provision to generate an automatic notification of events via mails/syslog			

		The proposed firewall shall have a provision to send alerts to multiple email recipients			
		The proposed firewall shall support for role-based administration of firewall			
		The proposed firewall shall support the simultaneous login of multiple Administrators			
		The proposed firewall shall have provision to customize the dashboard by selecting suitable Widgets etc			
		The proposed firewall shall provide a means for exporting the firewall rule set and configuration to a text file via Web or TFTP			
		The proposed firewall shall support image upgrades via FTP/TFTP or WebUI			
		The proposed firewall shall support system software rollback to the previous version during the upgrade			
	IPS and Application Control Requirements	The proposed firewall shall have a built-in Signature and Anomaly-based IPS engine on the same unit			
		The proposed firewall shall be able to mitigate denial-of-service attacks			
		The proposed firewall shall be able to mitigate buffer overflow attacks			
		The proposed firewall shall be a Certified IPS by an independent certification/testing body such as NSS Labs and ICSA			
		The proposed firewall shall identify and control applications			
		The proposed firewall shall control popular IM/P2P, social media, malware, and applications regardless of port/protocol			
		The proposed firewall shall be able to control access to cloud-based applications and should be able to route the specific apps via different WAN links based on the jitter and latency on the link			
	Gateway Antivirus	The proposed firewall shall facilitate embedded gateway antivirus support			
		The proposed firewall shall include anti-spyware and worm prevention			
		Gateway antivirus shall support real-time detection of viruses and malicious code for HTTP, HTTPS, FTP, SMTP, SMTPS, POP3, and IMAP protocols			
		The proposed firewall shall have configurable policy options to select what traffic to scan for viruses			
		The proposed firewall shall have options to prevent user downloads based on file extension as well as file type			
		The proposed firewall shall have the ability of antivirus scanning for IPv6 traffic			

Web Content Filtering Requirements	The proposed firewall shall facilitate embedded web content filtering feature			
	Web content filtering shall work independently without the need to integrate with an external proxy server			
	Web content filtering shall have the facility to block URLs based on categories			
	Web content filtering shall support HTTP and HTTPS traffic			
	The proposed firewall shall be able to block URLs hosting spyware/adware etc			
	The proposed firewall shall be able to block different categories/sites based on User Authentication			
	The proposed firewall shall have options to customize the "Blocked Webpage Message" information displayed to end users			
	The proposed firewall shall be able to detect DNS-based spoofing attacks			
	The proposed firewall shall include a DNS filtering feature to block DNS requests to known botnet C&C domains			
	The proposed firewall shall support category-based DNS filtering			
Encryption & VPN Requirements	The proposed firewall shall have an integrated VPN that supports the following protocols DES, 3DES, MD5, SHA-1, SHA-256, MD5, Diffie-Hellman Group1, Group2, Group 5, IKE v1/2, AES 128/192/256			
	The proposed firewall shall support Hub and Spoke VPN topology			
	The proposed firewall shall have integrated client and portal-based SSL VPN with no user license slab restriction.			
	The proposed firewall shall support SSL two-factor authentication with Digital Certificates or Hardware/Mobile tokens			
	The proposed firewall shall support Single Sign-On Bookmarks for SSL Web VPN			
	The proposed firewall shall support Windows, Linux, and MAC OS for SSL-VPN.			
	The proposed firewall shall support NAT within IPSec/SSL VPN tunnels			
	The proposed firewall shall support PPTP and L2TP over IPSec VPN protocols			
	The proposed firewall shall have Jumbo Frame support			
	The proposed firewall shall have the option to configure traffic shaping. It shall have provision to define guaranteed bandwidth and maximum bandwidth			
	The proposed firewall shall support Gateway Data Loss Prevention (DLP) feature for popular protocols like HTTP,			



	Other Requirements	HTTPS, FTP, POP3, IMAP, SMTP, POP3S, IMAPS, SMTPS etc			
		Gateway Data Loss Prevention feature shall support popular file types such as MS Word, MS- Excel, MS PowerPoint and PDF			
		The proposed firewall shall support packet capture/sniffer to capture and examine the contents of individual data packets that traverse the firewall			
		The proposed firewall shall include automation capabilities in order to take automated action based on defined triggers.			
		The automation feature should be able to trigger actions based on specific log events, CPU/Memory high incidents, license expiry, compromised host detection, and HA failover.			
		The proposed firewall shall include an in-built SD-WAN feature set without the need for any additional licenses			
	High Availability Requirements	The proposed firewall shall support Active-Active as well as Active-Passive redundancy by use of 02Nos. of independent Firewall appliances.			
		The proposed firewall shall support stateful failover for firewall sessions			
		High Availability Architecture shall have the ability for Device Failure Detection and Notification as well as Link Status Monitor			
		All required licenses and subscriptions should be included for both firewall devices.			
	Vendor/ Supplier Eligibilities	The vendor shall operate a 24x7x365 Global Technical Assistance Center (TAC) with telephone and e-mail support.			
		The original Equipment Manufacturer (OEM) of the proposed firewall shall have a local parts depot in Sri Lanka			
		Vender's RMA (Return Material Authorization) process shall include the next business day's onsite replacement			
	Accessories	2*Power Cords (C13 - C14 to support PDU, 2.5m)			
	Manufacturer Authorization	OEM of the proposed firewall shall have ICSA certification for Antivirus, IPS, Firewall, IPSec, and SSL VPN technologies			
		Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer of the goods to supply goods in Sri Lanka (Manufacturer Authorization Letter should be attached)			
	Licenses	The proposed firewall shall have an enterprise license for the requested features. User/IP/Host/Bandwidth based licenses will not be accepted			

	Vendor Recognition	The vendor should be listed in the Leaders quadrant of the Gartner Magic report for Network firewalls Infrastructure for the last 05 years or more. (Document should provide)			
	Power and Environmental Features	The proposed firewall shall have redundant power supply units			
		50/60Hz, 110-240V, 1100W Max power standard or below			
		2 Field-replaceable, hot-swappable Fans (Front to Back Airflow)			
		Should be 0°C to 45°C Operating Temperature			
	Warranty and Support	5 years comprehensive warranty from OEM without any additional charge/support services (TAC)			
		The proposed Firewall shall have security subscription licenses from OEM for Five (05) years. Bidder shall clearly provide the details on provided licenses.			
		Bidder shall provide a replacement unit if the unit is taken out of the university for repair			
		Local Independent spare depot maintained by the Manufacturer.			
		Transportation to and from the university in the case of a repair during the warranty period shall be free of charge.			
	Manuals Brochure	Bidder should include necessary manuals (Brochures) and documentation related to the product			
	Compliance with Standards	All hardware should comply with current safety standards for Radiation, electrical safety, and RFI. The vendor should indicate relevant standards to which their equipment is conforming. The vendor should have ISO certification for all hardware. (Document should provide)			
	After Sales Service	The bidder shall demonstrate his (her) ability to provide the necessary after-sales services, within the warranty period. This shall be by the way of including a description of the organization of the service function. Testimonies from the current users of a similar system in Sri Lanka and any other relevant documentary proofs			

Item No	Description of Goods or Related Service				
	<b>Technical Specifications and Standards – Firewall Analyzer 01 Nos</b>				
	<b>Purchaser's requirements</b>			<b>Bidder's Offer</b>	
	<b>Features</b>		<b>Priority</b>	<b>Yes/No</b>	<b>Remarks</b>
	Make	Specify			
	Model	Specify			
	Country of Origin	Specify			
	Country of Manufacture	Specify			
	General Requirements	A solution should be proposed with a dedicated logging and reporting platform as a virtual appliance.			
		The proposed virtual appliance should be capable of handling a minimum of 5GB/day of logs per day.			
		The solution should support adding more GB/day log capacity in the future by purchasing additional licenses			
		The solution should be able to receive all logs from the proposed firewall and should be able to retain the logs and generate historical reports.			
		The solution should support integration with more firewalls and other security devices (From the Same Brand) if required in the future. There should not be any licenses required for adding more devices.			
		The solution should provide the ability to create multiple virtualized subaccounts with each account having its own administrators/users with access to only their respective firewalls.			
		The solution should include a daily updated threat feed of bad IPs, URLs, and domains which will be used to analyze the received logs for any indicators of compromise.			
		The solution should include the capability to create SOC playbooks for automating incident handling.			
		Should be able to view the current session details from the dashboard, including, Source, Destination, Country, Application, etc.			

		the proposed solution should be able to integrate with Incident management systems, and ticketing solutions such as remedy, and service now or should be able to generate events based on the configured event handlers and accordingly send email alerts to intended recipients.			
		The system should include inherited log archiving capabilities and should be able to customize according to the administrator's requirements.			
		The complete traffic and system event logs should be retained in the logging solution			
		The solution should be able to Archive logs after the defined analytics retainment period and should be able to export and import back for analytics to and from to an external backup.			
		The solution must provide administrator authentication via TACAS/RADIUS/LDAP and should support role-based access management.			
		The solution must support alerting notifications through SNMP traps, SMTP email, and remote syslog.			
		the Reporting capabilities should not be limited to templates or predefined formats based on the administrator's requirement. The ability to create custom reports should be available.			
		Should support to generate the following customized reports for daily, weekly, monthly, yearly etc., and but not limited to link bandwidth utilization, device health monitors, security enforcements, system logins etc.			
		Solution should provide the ability to schedule reports to run at non-peak hours or run-on demand and should be able to send the reports to intended recipients via email automatically.			
		All reports must be exportable in PDF, HTML and CSV formats.			
	Vendor/ Supplier Eligibilities	The vendor shall operate a 24x7x365 global Technical Assistance Center (TAC) with telephone and e-mail support.			
		The original Equipment Manufacturer (OEM) of the proposed firewall shall have a local parts depot in Sri Lanka			
		Vender's RMA (Return Material Authorization) process shall include the next business day's onsite replacement			
		The bidder shall submit the Original Manufacturer's Authorization Certificate along with the bid			
		The vendor should be listed in the Leaders quadrant of the Gartner Magic report for			

		Network firewalls Infrastructure for the last 05 years or more. (Document should provide)			
	Licenses	The proposed firewall shall have an enterprise license for the requested features. User/IP/Host/Bandwidth based licenses will not be accepted			
	Warranty and Support	5 years comprehensive warranty from OEM without any additional charge/support services (TAC)			
		The proposed solution shall have all required subscription licenses from OEM for Five (05) years. Bidder shall clearly provide the details on provided licenses.			
	Manufacturer Authentication	Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer of the goods to supply goods in Sri Lanka (Manufacturer Authorization Letter should be attached)			
	Manuals Brochure	Bidder should include necessary manuals (Brochures) and documentation related to the product			
	Compliance with Standards	All hardware should comply with current safety standards for Radiation, electrical safety, and RFI. The vendor should indicate relevant standards to which their equipment is conforming. The vendor should have ISO certification for all hardware. (Document should provide)			
	After Sales Service	The bidder shall demonstrate his (her) ability to provide the necessary after-sales services, within the warranty period. This shall be by the way of including a description of the organization of the service function. Testimonies from the current users of a similar system in Sri Lanka and any other relevant documentary proofs			

Item No	Description of Goods or Related Service				
	<b>Technical Specifications and Standards – Wi-Fi access points 30 Nos</b>				
	<b>Purchaser's requirements</b>			<b>Bidder's Offer</b>	
	<b>Features</b>		<b>Priority</b>	<b>Yes/No</b>	<b>Remarks</b>
	Make	Specify			
	Model	Specify			
	Country of Origin	Specify			
	Country of Manufacture	Specify			
	Frequency band	2.4 GHz, 5 GHz			
	Number of Radio	2			
	Number of BSSIDs per radio	16			
	Spectrum analysis	Capable of part-time or dedicated air monitoring, the spectrum analyzer remotely scans the 2.4-GHz and 5-GHz radio bands to identify sources of RF interference			
	Network Interface	1x10/100/1000 Ethernet interface (RJ-45)			
	Power Over Ethernet (PoE) Interface	"Power over Ethernet (PoE): 48 Vdc (nominal) 802.3at compliant source" Must be included with the Access point.			
		802.11b: Direct-sequence spread-spectrum (DSSS)			

	Supported Radio Technologies	"802.11a/g/n/ac: Orthogonal frequency-division multiplexing (OFDM)"			
		802.11ax: Orthogonal frequency-division multiple access (OFDMA)			
	Antennas	Two integrated down-tilt omnidirectional antennas for 2x2 MIMO			
	Antenna gain	4.9 dBi in 2.4 GHz			
		5.7 dBi in 5GHz			
	Transmit Power	2.4GHz band: +21 dBm (18 dBm per chain)			
		5GHz band: +21 dBm (18 dBm per chain)			
	Wireless data rate	1.2Gbps for 5GHz Clients			
		574Mbps for 2.4Ghz Clients			
	RF features	Adaptive radio management, avoid sticky clients			
	Reliability	MTBF: 1.3Mhrs (148 years) at +25C Operating temperature			
	Controller	Should be able to work as a Controller base or cloud-based monitoring and management.			
	Secure access to cloud management	Cloud systems should support two-factor authentication and Role-based access control as additional measures to minimize risk			
	Security slot	Kensington security slot			
	Security: General Authentication Methods	Adhere to strict levels of security standards, including 802.11. Wi-Fi Protected Access (WPA2, WPA3), WPA, Wired Equivalent Privacy (WEP), 802.1X with multiple Extensible Authentication Protocol (EAP) types,			

		including Protected EAP (PEAP), EAP with Transport Layer Security (EAP-TLS), EAP with Tunneled TLS (EAP-TTLS)."			
	Access policy enforcement	Should be able to enforce access policies based on the user/device roles derived upon authentication			
	Automated endpoint profiling	Ability to profile the headless endpoint devices (eg: IoT) and apply access policies to ensure security.			
	Deep packet inspection	Ability to perform deep packet inspection and control traffic based on application, application category, web category, web reputation, network layer information			
	WIDS/WIPS capability	Able to perform rogue AP detection, rogue containment, and SSID protection			
	Centralized Authentication	Centralized Wi-Fi user management via RADIUS/TACACS, LDAP having integrated with Active Directory			
	MAC authentication	Should support MAC-based authentication			
	Client Visibility	Able to view application usage, web categories used, and web reputation of the sites visited per client for up to 03 months.			
		Able to view session details per client			
	Troubleshooting	Should provide CLI access to APs via cloud dashboard and capture live events on client and AP			
	AI/ML Capability	AI/ML function that identifies issues that are virtually impossible to find by humans and provides root causes and prescriptive recommendations for troubleshooting and correction.			



	3rd party system integration	Able to integrate with 3rd party systems via REST APIs			
	Wi-Fi connectivity analytics	Should proactively monitor non-RF and connectivity issues that impact the wireless user experience, such as monitoring client data flow, client association, authentication, DHCP, and DNS service response times			
	Guest Management	guest self-registration, sponsored guest, social logins, guest tokens			
	Captive portal	Ability to customize the guest landing page with custom logos, color, background images, and banner text			
	Guest quota management	Ability to issue guest tokens based on data volume or time duration			
	Encryption	WEP, TKIP, DES, AES-CCMP, 3DES, AES-CBC, xSec, SSL			
	Reporting	Should provide recurrent reports or on-demand reports related to AP infrastructure, Client health, network health, application visibility, client details, etc			
	Alert Management	The system should support to provide alerts related to clients, APs, connectivity, and configuration changes			
		Able to send the alert details to specified recipients via email or via 3rd party systems with webhook integration			
	Visual RF heatmap	The system should have built-in capability to provide a visual RF heatmap on the floor map uploaded to the system. Should be able to plan coverage expansion using the visual RF heatmap			

	Additional interfaces	Internal Bluetooth 5 and Zigbee (802.15.4) radio			
		USB 2.0 Host Interface			
	Maximum (worst-case) power consumption (without/with a USB device attached)	Maximum POE+ power (802.3at/bt) consumption less than 20.8W in standard mode			
	Vendor Recognition	The vendor should be listed in the Leaders quadrant of the Gartner Magic report for Wired and Wireless LAN Access Infrastructure for the last 05 years or more. (Document should provide)			
	Certifications	UL2043 plenum rating, Wi-Fi CERTIFIED a, b, g, n, ac,ax, Passpoint (release 2), WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE), WMM, WMM-PS, Wi-Fi Agile Multiband			
	Warranty and Support	5 Years warranty from OEM without any additional charge			
		Bidder shall provide a replacement unit if the unit is taken out of the university for repair			
		Local Independent spare depot maintained by the Manufacturer.			
		Transportation to and from the university in the case of a repair during the warranty period shall be free of charge.			
	Manufacturer Authentication	Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer of the goods to supply goods in Sri Lanka (Manufacturer			

		Authorization Letter should be attached)			
	Manuals Brochure	Bidder should include necessary manuals (Brochures) and documentation related to the product			
	Compliance with Standards	<p>All hardware should comply with current safety standards for</p> <p>Radiation, electrical safety, and RFI. The vendor should indicate relevant standards to which their equipment is conforming. The vendor should have ISO certification for all hardware. (Document should provide)</p>			
	After Sales Service	<p>The bidder shall demonstrate his (her) ability to provide the necessary after-sales services, within the warranty period. This shall be by the way of including a description of the organization of the service function. Testimonies from the current users of a similar system in Sri Lanka and any other relevant documentary proofs</p>			

Item No	Description of Goods or Related Service			
	<b>Technical Specifications and Standards – Wi-Fi access points 10 Nos</b>			
	<b>Purchaser's requirements</b>			<b>Bidder's Offer</b>
	<b>Features</b>		<b>Priority</b>	<b>Yes/No</b>
	Make	Specify		
	Model	Specify		
	Country of Origin	Specify		
	Country of Manufacture	Specify		
	Frequency band	2.4 GHz, 5 GHz		
	Number of Radio	2		
	Number of BSSIDs per radio	16		
	Spectrum analysis	Capable of part-time or dedicated air monitoring, the spectrum analyzer remotely scans the 2.4-GHz and 5-GHz radio bands to identify sources of RF interference		
	Network Interface	1x100/1000/2500BASE-T Ethernet interface (802.3af/at/bt support) and 1x10/100/1000BASE-T Ethernet Interface (RJ-45)		
	Power Over Ethernet (PoE) Interface	Power over Ethernet (PoE): 48 Vdc (nominal) 802.3at compliant source Must be included with the Access point.		
	Supported Radio Technologies	802.11b: Direct-sequence spread-spectrum (DSSS)		
		"802.11a/g/n/ac: Orthogonal frequency-division multiplexing (OFDM)"		
		802.11ax: Orthogonal frequency-division multiple access (OFDMA)		
	Antennas	Four integrated down-tilt omnidirectional antennas for 4x4 MIMO		
	Antenna gain	4.2 dBi in 2.4 GHz		
		7.5 dBi in 5GHz		
	Transmit Power	2.4GHz band: +21 dBm (18 dBm per chain)		
		5GHz band: +21 dBm (18 dBm per chain)		
	Wireless data rate	4.8Gbps for 5GHz Clients		
		575Mbps for 2.4Ghz Clients		
	RF features	Adaptive radio management, avoid sticky clients		
	Reliability	MTBF: 560Khrs (64 years) at +25C Operating temperature		

	Controller	Should be able to work as a controller base or cloud-based monitoring and management			
	Secure access to cloud management	Cloud systems should support two-factor authentication and Role-based access control as additional measures to minimize risk			
	Security slot	Kensington security slot			
	Security: General Authentication Methods	Adhere to the strict level of security standards, including 802.11 Wi-Fi Protected Access (WPA2, WPA3), WPA, Wired Equivalent Privacy (WEP), 802.1X with multiple Extensible Authentication Protocol (EAP) types, including Protected EAP (PEAP), EAP with Transport Layer Security (EAP-TLS), EAP with Tunnelled TLS (EAP-TTLS)."			
	Access policy enforcement	Should be able to enforce access policies based on the user/device roles derived upon authentication			
	Automated endpoint profiling	Ability to profile the headless endpoint devices (eg: IoT) and apply access policies to ensure security.			
	Deep packet inspection	Ability to perform deep packet inspection and control traffic based on application, application category, web category, web reputation, network layer information			
	WIDS/WIPS capability	Able to perform rogue AP detection, rogue containment, and SSID protection			
	Centralized Authentication	Centralized Wi-Fi user management via RADIUS/TACACS, LDAP having integrated with Active Directory			
	MAC authentication	Should support MAC-based authentication			
	Client Visibility	Able to view application usage, web categories used, and web reputation of the sites visited per client for up to 03 months.			
		Able to view session details per client			
	Troubleshooting	Should provide CLI access to APs via cloud dashboard and capture live events on client and AP			
	AI/ML Capability	AI/ML function that identifies issues that are virtually impossible to find by humans and provides root causes and prescriptive recommendations for troubleshooting and correction.			
	3rd party system integration	Able to integrate with 3rd party systems via REST APIs			
	Wi-Fi connectivity analytics	Should proactively monitor non-RF and connectivity issues that impact the wireless user experience, such as monitoring client data flow, client association, authentication, DHCP, and DNS service response times			
	Guest Management	guest self-registration, sponsored guest, social logins, guest tokens			

	Captive portal	Ability to customize the guest landing page with custom logos, color, background images, and banner text			
	Guest quota management	Ability to issue guest tokens based on data volume or time duration			
	Encryption	WEP, TKIP, DES, AES-CCMP, 3DES, AES-CBC, xSec, SSL			
	Reporting	Should provide recurrent reports or on-demand reports related to AP infrastructure, Client health, network health, application visibility, client details, etc			
	Alert Management	The system should support to provide alerts related to clients, APs, connectivity, and configuration changes			
		Able to send the alert details to specified recipients via email or via 3rd party systems with webhook integration			
	Visual RF heatmap	The system should have built-in capability to provide a visual RF heatmap on the floor map uploaded to the system. Should be able to plan coverage expansion using the visual RF heatmap			
	Additional interfaces	Internal Bluetooth 5 and Zigbee (802.15.4) radio			
		USB 2.0 Host Interface			
	Maximum (worst-case) power consumption (without/with a USB device attached)	Maximum POE+ power (802.3at/bt) consumption less than 20.8W in standard mode			
	Vendor Recognition	The vendor should be listed in the Leaders quadrant of the Gartner Magic report for Wired and Wireless LAN Access Infrastructure for the last 05 years or more. (Document should provide)			
	Certifications	UL2043 plenum rating, Wi-Fi CERTIFIED a, b, g, n, ac,ax, Passpoint (release 2), WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE), WMM, WMM-PS, W-Fi Agile Multiband			
	Warranty and Support	5 years comprehensive warranty from OEM without any additional charge			
		Local independent spare depot maintained by the Manufacturer.			
		Transportation to and from the university in the case of a repair during the warranty period shall be free of charge.			
	Manufacturer Authentication	Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer of the goods to supply goods in Sri Lanka (Manufacturer Authorization Letter should be attached)			

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## **Work Plan & Methodology**

### **01. Experience, Certification, Qualifications & After Sales Services**

- The bidder must have at least 5 years of experience in Designing, Purchasing, Supplying, Delivering, Installation, and Commissioning the Network Infrastructure Solution.
- The bidder who is not quoted for each items mentioned in the bidding documents will not be qualified for the evaluation.
- The bidder should have at least minimum 01 completed assignment using quoted brands of firewall deployment network infrastructure and Wi-Fi deployment solutions during the five years.
- Manufacturer Authorization Letter (MAL) should be provided for Switches, firewalls, Wi-Fi appliances, and Access points as specified in the specification sheets included in this document. (Original should provide on request)
- The whole work (project) should be completed by a single bidder. Sub contract is not allowed.
- Client references with contract Nos on completion of projects.
- Principal certification (relevant ISO, Energy Star Certificate, etc.) and Audited Financial Reports for 03 years of the bidder.
- Staff qualification or certifications obtained by the principal relating to firewalls, switches, and Wi-Fi solutions.
- Bidder response time should be a minimum of two (02) hours.
- Bidder should provide a five-year (05) Hardware warranty support. (Preferably hardware warranty should be the next business day to the client site.)
- Bidder should propose a comprehensive Analysis of the best-recommended technology.
- Bidder should provide a detailed design and implementation of the total solution.
- All proof documents must be attached with the bidding documents for above requirement.

### **02. Design Implementation, Implementation Plan, and Methodology**

The Open University of Sri Lanka is looking to build on the success of its Networking and Managed Wireless solution with a perimeter security solution. Bidders are requested to submit the following information.

1. Provide a comprehensive solution.
2. Detailed design.
3. Implementation methodology.
4. Implementation plan.
5. User manual, product brochures, and other relevant documents.



### **03. Description of the Services**

#### **A. TECHNICAL PARAMETER**

The Open University of Sri Lanka is looking to build on the success of its Networking and Managed Wireless solution with a perimeter security solution. Bidders are requested to submit the following information.

**The total solution should be covered.**

1. Network integration (Switches, Wi-Fi & Firewall) and implementation.
2. Testing and user training.
3. Detail documentation.

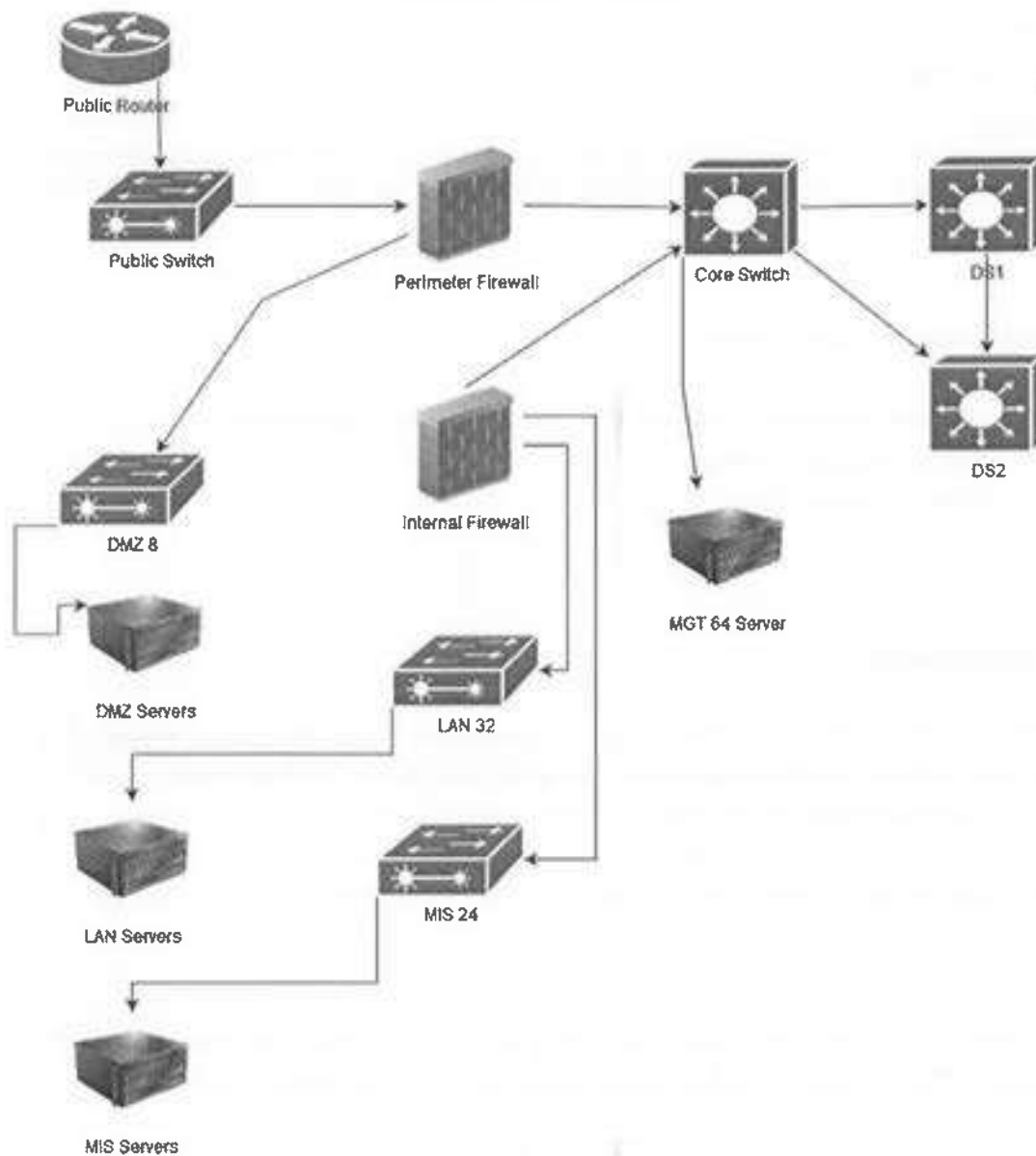
#### **B. CURRENT ENVIRONMENT**

The IT infrastructure hosted in the built Data Centre at OUSL includes servers, storage, and highly critical Cisco network switches and router, and other Data Centre-related infrastructure by which all IT services are available to the University. The network infrastructure was designed using Cisco 3-tier architecture with a strong layer of separation of network segments using internal firewalls. This hardware and software environment is twelve years old and there was no major system upgrade.

As current networking systems are outdated and pose a security risk, we are planning to upgrade all critical network assets to sophisticated & reliable systems with a proven track record.

There are mainly six physical servers existing in the production Data Center. The virtual environment consists of 50 virtual servers which consist of the AD/DNS server running on Windows Server 2019, ERP Systems which run on Windows Server 2003, and Web servers for multiple Faculties.

Connectivity Setup for OUSL Servers



### Perimeter Firewall

Cisco ASA Firewalls are used to terminate the LEARN WAN link and perform Network Address Translations. DMZ Zone is used to connect servers that are required to connect both internal and public access. Mainly the perimeter firewall is used to grant limited/secure access to the servers, publish services outside and provide Virtual Private Network (VPN) connectivity.

### Internal Firewall

Cisco ASA Firewall is used to provide a second level of secure access to the segment which is identified to provide access restriction.

### Core Switch

Cisco 4507R Switch is used as a core switch to provide fast switching and connectivity to the distribution switches. It is placed in between the Perimeter firewall, Internal Firewall, and Distribution switches.

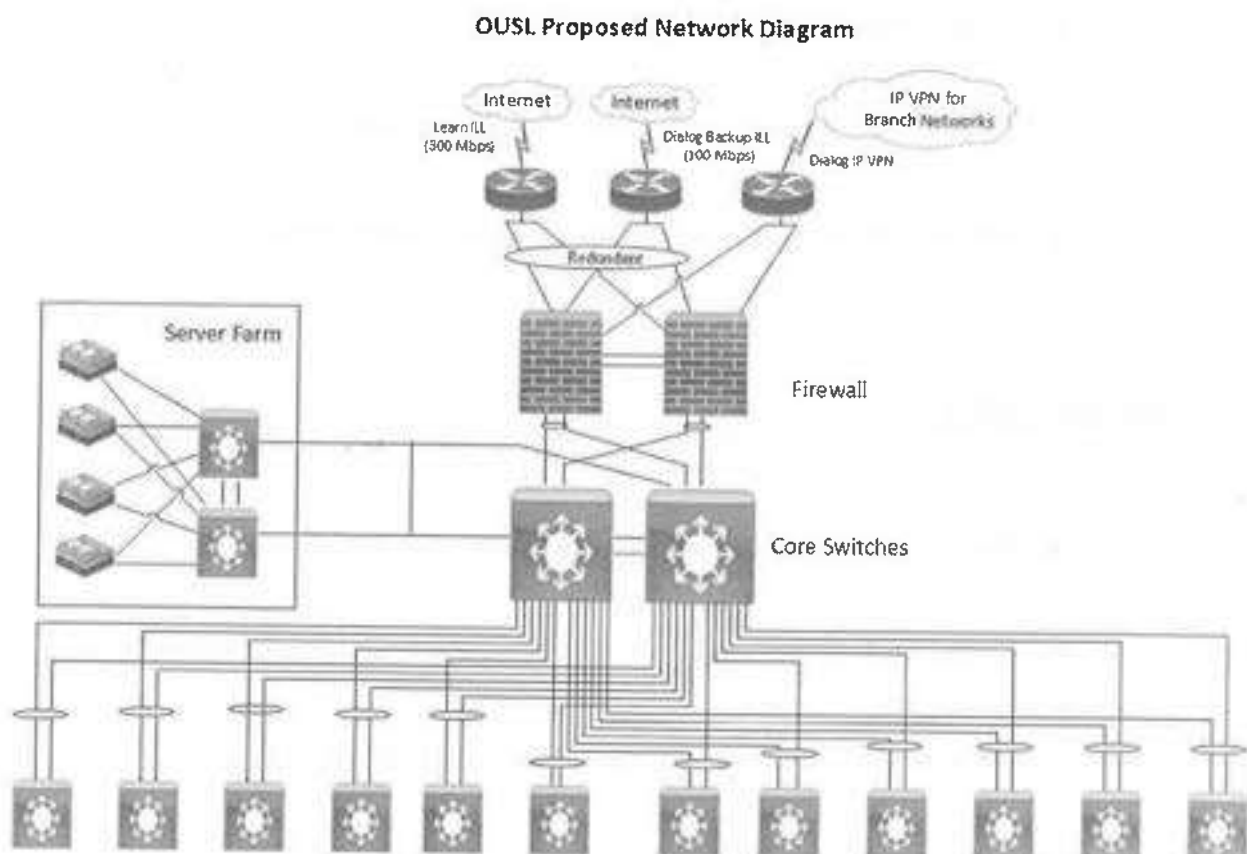
### Wireless LAN

Cisco 5520 and Cisco 3850 Wireless LAN Controllers are used with Cisco 1852, Cisco 1602, and Cisco 1702 Access points. All the branch office's APs are integrated with the Head Office WLAN Controller to provide wireless access.

### C. Proposed Solution.

The proposed solution should be provided based on the below structure. Vendors should be able to demonstrate the capabilities of the proposed solution while maintaining and fulfilling the OUSL expectation.

All servers are running on the HCI virtualization environment with 50G bandwidth.



#### **04. Scope of Work**

##### **1. Firewall & Log Analyzer:**

- Delivery and installation of a new firewall appliance
- A migration plan for existing firewall policies and configurations
- Migration of existing firewall policies and configurations to the new appliance
- Configuration of the new firewall to meet the customer's security requirements
- Testing and verification of the new firewall configuration & go-live.
- Configuration of firewall log analyzer.
- Training of the customer on the new firewall & log analyzer.
- UAT verifying the functionality of the new firewall configuration

##### **2. Layer 3 Core Switch:**

- Delivery and installation of a new core switch
- Configuration of the core switch to meet the customer's network requirements
- Testing and verification of the core switch configuration & go-live.
- Training of the customer on the core switch
- UAT verifying the functionality of the new switch configuration.

### 3. Cloud-based Wi-Fi network and Access Points:

- Use existing design and plan the cloud-based Wi-Fi network
- Deployment of the cloud-based Wi-Fi network
- Configuration of the cloud-based Wi-Fi network
- User authentication based on MS Windows AD and Mac binding.
- Testing and verification of the cloud-based Wi-Fi network
- UAT verifying the functionality of the cloud-based Wi-Fi network

### 05. TRAINING SESSIONS & CERTIFICATIONS ON THE PROPOSED SOLUTION

Please propose Product Training sessions to enable the In-House IT staff in Administration, Monitoring, and Quick Troubleshooting for the above-proposed solution with industrial certifications. Minimum of 20 hours of technical training with the proposed schedule.

### 06. Timeline

The all-implementation project is scheduled to be completed within **twelve (12) weeks**.

*Note: Before compiling the recommendations, Vendors can arrange a meeting with OUSL's IT team (Network Team) for clarifications.*

## 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.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

CC 1.1(i)	The Purchaser is : <b>The Vice Chancellor, Supplies Division, The Open University of Sri Lanka</b>
CC 1.1	The Project Site(s)/Final Destination(s) is/are <b>The Open University of Sri Lanka, Nawala, Nugegoda.</b>
CC 8.1	For <b>notices</b> , the Purchaser's address shall be: Attention: <b>Assistant Bursar</b> Address: <b>Supplies Division, The Open University of Sri Lanka, Nawala, Nugegoda.</b> Telephone: <b>0112-881212</b> Facsimile number : <b>011 - 2853687</b> Electronic mail address: <b>awday@ou.ac.lk</b>
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are :
CC 17.1	A Performance Security: <b>Required</b>
CC 25.1	The inspections and tests shall be: <b>Required where it necessary</b>
CC 25.2	The Inspections and tests shall be conducted at: <b>The Open University of Sri Lanka, Nawala, Nugegoda</b>
CC 26.1	The liquidated damage shall be: <b>0.5 % per week</b>
CC 26.1	The maximum amount of liquidated damages shall be: <b>10 % of the contract value</b>
CC27.1	The retention shall be <b>10%</b> of the contract value and shall be paid after six (06) months after the delivery.



**INVITATION FOR BIDS**  
**THE OPEN UNIVERSITY OF SRI LANKA**  
**Purchasing, Supplying, Delivering, Configuration and Installation of Network Hardware**  
**Infrastructure Facilities to the IT Division**

**IFB NO: OUSL/SUP/EQ/IFB/06/02/2023**

1. The Chairman, Department Procurement Committee on behalf of the Open University of Sri Lanka invites sealed bids from eligible and qualified bidders for the Purchasing, Supplying, Delivering, Configuration and Installation of Network Hardware Infrastructure Facilities to the IT Division as per the details given below.

Item No	Item's Name	No. of Units	Bid Security (Valid up to 28/09/2023)
			Amount (SLRS)
01	Layer 3 Switch	02	1,200,000.00
02	Firewall	02	
03	Firewall Analyzer	01	
04	Wireless Controller (Cloud)	01	
05	Wireless Access Point	40	

**2. Other Information's:**

- 2.1 Non-Refundable Tender fee** : Rs. 3,500.00 (Payment can be made to the shroff, The Open University of Sri Lanka)
- 2.2 The Period of issue of bids** : From 24/05/2023 to 15/06/2023 ,9.00 am to 3.00 pm.  
(Only on Weekdays)
- 2.3 Date of the Pre-bid meeting** : 07/06/2023 at 10.00 am (Only via Zoom)
- 2.4 Date and Time of the closing and opening of bids** : 15/06/2023 at 3.00 pm.  
in the Supplies Division.
- 2.5 Contact details (for further information)** : Assistant Bursar/Supplies Division  
0112881212 / 0112881348

The Procurement Committee reserves the right to accept or reject bids.

The Chairman,  
Department Procurement Committee,  
The Open University of Sri Lanka,  
Nawala, Nugegoda.

24.05.2023

