



Ministry of Finance, Planning & Economic Development

**DEPARTMENT OF INFORMATION TECHNOLOGY
MANAGEMENT**

**BIDDING DOCUMENT
National Competitive Bidding (NCB)**

**Supply, Installation, Commissioning & Maintenance of Email
Solution with Office Productivity Suite for Ministry of Finance**

IFB No: ITM/2/1/02/03/2025/NCB/02

Department of Information Technology Management
Ministry of Finance, Planning & Economic Development
The Secretariat
Colombo 01
Sri Lanka.

August 2025

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. Source of Funds

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

3. Ethics, Fraud and Corruption

- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution

of such contracts. In pursuit of this policy

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 3.3 If the Purchaser found any unethical practices as stipulated under IT B 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 Commission (NPC), Ministry of Finance, 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 NPC, <https://nprocom.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. Section 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.

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| 8. Amendment of Bidding Documents | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.</p> <p>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.</p> <p>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</p> |
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Preparation of Bids

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| 9. Cost of Bidding | <p>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.</p> |
| 10. Language of Bid | <p>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.</p> |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;(b) Bid Security in accordance with ITB Clause 20.(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;(d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and(e) any other document required in the BDS. |
| 12. Bid Submission Form and Price Schedules | <p>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</p> |

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

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

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

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

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

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

(b) on the previously imported goods of foreign origin .

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

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

(iv) the price of other incidental services

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

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

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| 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 IT B 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 | <p>17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <p>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.</p> <p>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.</p> |
| 18. Documents
Establishing the
Qualifications of
the Bidder | <p>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:</p> <p style="margin-left: 20px;">(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;</p> <p style="margin-left: 20px;">(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</p> |

- (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 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) be in the form a bank guarantee from a banking institution;
 - (b) Be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPC website, <https://nprocom.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 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:

- (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.

**22. Submission, Sealing
and Marking of
Bids**

Submission and Opening of Bids

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

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

23. Deadline for Submission of Bids

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

24. Late Bids

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

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or

“MODIFICATION;” and

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

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

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

26. Bid Opening

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

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

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

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in

separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

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

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

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

28. Clarification of Bids

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

29. Responsiveness of Bids

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

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

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30. **Non-conformities, Errors, and Omissions**
 - 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to

(a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub Clause 12.1 :

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with IT B Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

- 34. Domestic Preference** 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids

to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

- 37. Post-qualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- 39. Award Criteria**
- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award**
- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award**
- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to IT B Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



Ministry of Finance, Planning & Economic Development

DEPARTMENT OF INFORMATION TECHNOLOGY MANAGEMENT

Invitation for Bids (IFB)

IFB No: ITM/2/1/02/03/2025/NCB/02

1.The Chairman Departmental Procurement Committee on behalf of the Department of Information Technology Management now invites sealed bids from eligible and qualified bidders to Supply, Installation, Commissioning & Maintenance of Email Solution with Office Productivity Suite for Ministry of Finance as specified in the requirement schedule (Section V) of the bid document.

Delivery & Implementation period: Within 02 months from the Date of Award.

2.Bidding will be conducted through National Competitive Bidding (NCB) procedures specified in the National Procurement Guidelines, and are opened to all eligible bidders as defined in the guidelines.

3.Interested eligible bidders may obtain further information from Mrs. A. Mudalige, Assistant Director (IT), Department of Information Technology Management, Ministry of Finance, The Secretariat Colombo 01 Telephone no 0112 -034443 , and inspect the Bidding Documents at the address given below from 9.00am to 3.30 p.m on working days. Commencing from 04th August 2025.

4.Qualifications

- Bidder should have a minimum of 05 years' experience in Supply, Installation, Commissioning and Maintenance of email solution with office productivity suite of the quoted brand in Sri Lanka and have successfully completed at least three projects in government sector (Excluding academic Institutions) with at least one with minimum of 500 active user accounts in last 05 years. (2020,2021,2022,2023,2024)

- Minimum average annual turnover of LKR 100 million calculated as total certified payments received for the contracts in progress or completed, within the last 3 financial years (2021-2022, 2022-2023, 2023-2024).

- The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payment to meet the cash flow requirement of not less than Sri Lanka Rupees Twenty Million (LKR 20 Million) or equivalent, and net of the bidder's other commitments for this project

- The bidder must have academically and technically qualified personnel for installation and support.

5.A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee Rs. 20,000 [20,000LKR]. The method of payment will be Cash.

6.Bids must be delivered to the address below on or before 25th August 2025 @ 2.30pm. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person or on-line at the address below at 25th August 2025 @ 2.30pm. All bids must be accompanied by a, "Bid-Security," of Rs. 1200,000 (LKR 1200,000).

7.A pre-bid meeting which potential Bidders may attend will be held at Randora Auditorium, Ground floor, Ministry of Finance at 10.00pm on 13th of August 2025.

Chairman

Departmental Procurement Committee

Department Of Information Technology Management

Ministry of Finance, Room No 27,

The Secretariat, Colombo 01

July 17, 2025

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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Department of Information Technology Management (ITMD) of Ministry of Finance, Planning & Economic Development,
ITB 1.1	The name and identification number of this procurement are: Supply, Installation, Commissioning & Maintenance of Email Solution with Office Productivity Suite for Ministry of Finance IFB: ITM/2/1/02/03/2025/NCB/02
ITB 2.1	The source of funding is: Government of Sri Lanka
ITB 4.4	Foreign bidders are not allowed to participate in this bidding.
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Mr. D.P.G.Pradeep Director (Finance) Address: Department of Information Technology Management Ministry of Finance Room No: 27 Ground Floor, The Secretariat, Colombo 01. Telephone: +94 112 -034443 Electronic mail address: Pradeep.dpg@itmd.treasury.gov.lk pre-bid conference will be held on: A pre-bid meeting, which potential Bidders may attend will be held in Randora Auditorium, Ground Floor, Ministry of Finance at 10.00 a.m. on August 13 th , 2025.
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: (i) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21; (ii) Documentary evidence in accordance with ITB Clause 16

Section II. Bidding Data Sheet (BDS)

	<p>establishing the Bidder's eligibility to bid;</p> <p>(iii) The bidder should furnish documentary evidence on all past supplies of comparable value as the bid, over the last five years, together with evidence of satisfactory performance, such as certificate of acceptance.</p> <p>(iv) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company, firm or partnership, etc.</p> <p>(v) Reports on financial standing of the bidder such as Profit and Loss statements, Bankers certificates, balance sheets, auditor's reports, etc. for the past three years (2022-2023, 2023-2024, 2024-2025).</p> <p>(vi) A valid Manufacturer's Authorization for the proposed email solution and office productivity suite should be submitted, along with documentation for all required software/components included in the bid.</p> <p>(vii) The selected vendor should provide a written assurance confirming adherence to data residency and data sovereignty requirements applicable to the Ministry of Finance, Planning & Economic Development.</p> <p>(viii) The bidder may provide documented confirmations or testimonials on successful completions on previous implementations of proposed product for the past five years. (2020 ,2021 ,2022 ,2023 , 2024)</p>
ITB 14.1	<p>Add the following to ITB 14.1</p> <p>The price of the goods quoted Delivered Duty Paid (DDP) at the final destination given in the Schedule of Requirements. The term DDP shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.</p>
ITB 14.3	<p>The Bidders may quote following minimum quantities:</p> <p>Bidder are requested to quote 100% of the items indicated in the price schedule. Partial supply may result in disqualification from further bid evaluation</p>
ITB 14.4	<p>All taxes other than VAT shall be included to the bid price</p>
ITB 15.1	<p>The bidder shall quote all local expenditures in Sri Lankan Rupees. Additionally, bidders may indicate subscription and any other service costs incurred in USD, 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>
ITB 17.3	<p>Period of time the goods /services are expected to be functioning is at least three years.</p>

Section II. Bidding Data Sheet (BDS)

ITB 18.1 (a)	A valid Manufacturer's Authorization for the proposed email solution and office productivity suite should be submitted, along with documentation for all required software/components included in the bid.
ITB 18.1 (b)	After sales service is: required
ITB 19.1	The bid shall be valid until: 24 th November 2025
ITB 20.1	<p>The Bid shall include a Bid Security (issued by a bank) included in Section IV Bidding Forms.</p> <p>The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.</p>
ITB 20.2	<p>The amount of the Bid Security shall be: LKR 1200,000.00</p> <p>The validity period of the bid security shall be until 22nd December 2025</p>
	D. Submission and Opening of Bids
ITB 22.2 (c)	<p>The Original and one Copy of the bid shall be submitted.</p> <p>Name and number of the Bid : Supply, Installation, Commissioning & Maintenance of Email Solution with Office Productivity Suite for Ministry of Finance</p> <p>IFB: ITM/2/1/02/03/2025/NCB/02 should be stated in the top left hand corner of the envelopes. The Original Should mark as it is and the copy should mark as "Duplicate" should be stated in the top left hand corner of the envelopes.</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chairman, Department Procurement Committee Address: Department of Information Technology Management Ministry of Finance Room No: 27, Ground Floor, The Secretariat, Colombo 01.</p> <p>The deadline for the submission of bids is:</p> <p>Date: 25th August 2025 Time: 14.30 hrs</p> <p>In the Event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address:</p>

Section II. Bidding Data Sheet (BDS)

	Department of Information Technology Management Ministry of Finance, Room No: 27, Ground Floor, The Secretariat, Colombo 01. Date: 25th August 2025 Time: 14.30 hrs. “Telex, Cable , E-mail or facsimile bids will be rejected”
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement components, mandatory spare parts, and service: No
ITB 35.4	The following factors and methodology will be used for evaluation: All criteria's are indicated in the Section III
ITB 35.5	Not Applicable

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.

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid shall 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), using the following criteria and methodologies.

- (a) Delivery schedule
Not Applicable
- (b) Deviation in payment schedule.
Not Applicable
- (c) Cost of major replacement components, mandatory spare parts, and service.
Not Applicable

2. Evaluation Criteria (ITB 35.4)

Should 100% comply with the given specification substantially responsive lowest evaluated bid will be selected.

3. Multiple Contracts (ITB 35.5)

No additional factors and select the substantially responsive lowest evaluated bid

4. Post qualification Requirements (ITB 37.2)

(A) Financial Capability

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

- (a) Minimum average annual turnover of **LKR 100 million** calculated as total certified payments received for contracts in progress or completed, within the last 3 financial years. (Bidder shall submit audited financial statements for last 3 financial years (2021/2022, 2022/2023, 2023/2024))
- (b) The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payment to meet the cash flow requirement of not less than Sri Lanka Rupees Twenty Million (LKR 20 Million) or equivalent, and net of the bidder's other commitments for this project.

(B) Experience and Technical Capacity

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

- Bidder should have a minimum of 05 years' experience in Supply, Installation, Commissioning and Maintenance of email solution with office productivity suite of the quoted brand in Sri Lanka and have successfully completed at least three projects in government sector (Excluding academic Institutions) with at least one with minimum of 500 active user accounts in last 05 years. (2020,2021,2022,2023,2024)
- Manufacturers' authorization and Suppliers' technical Proficiency (Certificates or Documents should be provided)
- In-house qualified and experienced Full-time technical staff for proposed technologies /products.
- The supplier shall provide details of the technical team to be assigned for the implementation of the proposed solution, including administrator, solution architect, identity expert.
- The supplier must have a minimum of one certified engineer for each role. CVs of the certified engineers, along with proof of employment (EPF/ETF number and confirmation of inclusion in the company payroll) shall be submitted with the bid.

5. Domestic Preference (ITB 34.1)

Not Applicable

Section IV. Bidding Forms

4.1 Bid Submission Form

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

Date: _____

IFB No: ITM/2/1/02/03/2025/NCB/02

To: **Director General**
Department of Information Technology Management
Ministry of Finance
The Secretariat,
Colombo 01.

We, the undersigned, declare that:

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

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements for the Procurement of Email Solution with Office Productivity Suite for the **Ministry of Finance**.

- (b) The total price of our Bid without applicable taxes, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including applicable taxes, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period;
- (e) 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;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the Department of Public Finance;

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

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

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

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

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

4.2.1 Price Schedule - Supply & Installation

Prices should be in Sri Lankan Rupees

- Please indicate the amounts for VAT and other applicable tax types separately in all price tables. (US\$ conversion date 28 days prior to closing of bids as published by the Central Bank of Sri Lanka)

1.	2.	4.	5.	6.	7.	8.	9.	10.
Line Item No.	Description of Goods or related services	Unit	Qty	Unit price Excluding VAT	Total Price Excluding VAT (Col 5*6)	VAT	Total Price Including VAT (Col. 7+8)	Total Price in USD
1	Commissioning of Email Solution	Nr	1000					
2	Cloud base Identity Integration	Nr	1000					
2	Setup ,Migration, Installation and Commissioning of office Productivity Suite	Nr	800					
3	Support & Maintenance Charges	Item	Sum					
4	Other Implementing Charges (Please specify)							
	Total Price including one year Subscription				(A)			

****The bidder must provide additional e-mail accounts for the same price as quoted, within the initial contract period when requested by MoF.**

****Licenses and support should be provided for a period of three (03) years, with payments to be made on yearly basis.**

The lowest bid price among substantially responsive bidders will be determined by taking the lowest price given for 'D'. That is lowest bid price will be the sum of (A) Supply, installation with 1st year subscription fee + (B) + (C) 2nd and 3rd year subscription with L2,L3,L4 support [D=A+B+C].

Name of Bidder:

Signature of Bidder:

Section IV. Bidding Forms

1.	2.	4.	5.	6.		7.	
Line Item No.	Description of Goods or related services	Unit	Qty	2 nd year subscription charge LKR (without Taxes)	2 nd year subscription charge (In USD)	3 rd year subscription charge LKR (without Taxes)	3 rd year subscription charge (In USD)
1	Subscription charges	Nr	01				
2	Support & Maintenance Charges	Item	Sum				
	Total Price including yearly Subscription			(B)		(C)	

Total Bid cost Table

Table	Price Component	Total (excluding VAT & Other Applicable Taxes)	Total VAT & Other Applicable Taxes
4.2.1	Items Indicated in Table	(A)	
4.2.2	2 nd and 3 rd year subscription with support	(B) + (C)	
	Total Bid Cost to be carried to 4.1. Bid Submission Form	(D)=(A)+(B)+(C)	

*The lowest bid price among substantially responsive bidders will be determined by taking the lowest price given for 'D'. That is lowest bid price will be the sum of (A) Supply, installation, Migration, Commissioning and Maintenance of Email Solution with office productivity suite Installation with 1st year subscription fee + (B) + (C) 2nd and 3rd year subscription with support [D=A+B+C].

Name of Bidder:

Signature of Bidder:

4.3 Bid Guarantee

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

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

Beneficiary: **Director General**
Department of Information Technology Management
Ministry of Finance, Planning & Economic Development,
The Secretariat,
Colombo 01.

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

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

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. **IFB No: ITM/2/1/02/03/2025/NCB/02** ("the IFB").

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

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

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

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

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

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

4.4 Manufacturer's Authorization

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

Date: _____

IFB No: ITM/2/1/02/03/2025/NCB/02

**To: Director General
Department of Information Technology Management
Ministry of Finance, Planning & Economic Development
The Secretariat,
Colombo 01.**

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]*

4.5 Bidder Information Form

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

Date: _____

IFB No: ITM/2/1/02/03/2025/NCB/02

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

4.6 Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: _____

IFB No: ITM/2/1/02/03/2025/NCB/02

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

1.
2.
3.

10. Name and address of Air Carrier proposed to be used by supplier:

.....

.....

11. The Bidder shall affirm the following:

I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Purchaser.

.....
Signature of person authorized to sign

.....
(Name and title of person authorized to sign)

List below the supplementary supporting documentary evidence attached.

.....
.....
.....
.....
.....

Section V. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule	35
3. Technical Specifications	38

(Inspections and Tests – Please Refer Contract Data)

5.2 Delivery Schedule

1. *List of Goods and Delivery Schedule*

Line Item N°	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery Date
					Delivery date
01.	Office Productivity Suite	800	Lot	Ministry of Finance Colombo 01	Within two weeks of the Date of awarding the Contract
02	Email Boxes	1000	Lot	Ministry of Finance Colombo 01	Within two weeks of the Date of awarding the Contract
03	Cloud based identity Integration	1000	Lot	Ministry of Finance Colombo 01	Within two weeks of the Date of awarding the Contract

2. *List of Related Services and Completion Schedule*

Service	Description of Services	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
01.	Setup ,migration ,installation & commissioning	Item	Sum	Ministry of Finance Colombo 01	Within two months of the Date of awarding the Contract
02	Comprehensive Technical training for daily manage, operation and troubleshooting .	15	Staff	Ministry of Finance Colombo 01	Within two months of the Date of awarding the Contract

Technical Specifications

5.3 General Scope of work

The general scope of work includes the supply of Productivity Suites and an Email Solution with cloud-based identity integration, as well as Installation, Commissioning & Maintenance of Email Solution with Office Productivity Suite for Ministry of Finance, Colombo 01.

The Ministry of Finance (MoF) is currently operating an on-premises Microsoft Exchange Server 2013 for e-mail services and Microsoft Office 2013 for productivity applications, along with a separate, internally managed file sharing solution. The infrastructure supports approximately 1000 users. However, these systems are approaching end-of-life status, rendering them increasingly obsolete, insecure, and unsustainable for the Ministry's operational and strategic requirements. In line with the Ministry's digital transformation agenda and to ensure operational continuity, security, scalability, and efficiency, it is imperative to migrate from the existing infrastructure to a modern, cloud-based solution. The proposed solution must align with international standards and best practices in enterprise communication, productivity, and collaboration technologies.

The solution must support differentiated service tiers:

- Privileged Users must be provisioned with higher storage capacity, e-mail and access to advanced applications, including but not limited to meeting tools and workflow automation.
- Standard Users should have access to essential tools such as e-mail and basic office productivity applications.

The vendor must ensure a complete and error-free migration of all current e-mails, files and user data to the new solution. The integrity, structure, and accessibility of the

data must be preserved throughout the migration process, with zero data loss or impact to ongoing Ministry operations.

The supplier must disclose the cloud-based network locations to ensure data sovereignty and protection for the purchaser. The proposed solution must offer comprehensive protection against modern threats, including data security, privacy safeguards, and resilience in the event of natural disasters. Security protocols should include features such as double encryption and data replication.

Response time for Level 2 (L2), Level 3 (L3) and Level 4 (L4) support from the principal company must be within 1–2 hours. The proposed product should also be compatible with future AI-driven requirements.

A shorter user learning curve will be considered as an added advantage in the evaluation process.

Technical Specification

^V Category	Specification Requirement	Compliance (YES/NO)	Vendor comments and References
Name of the proposed Product	Specify		
Country	Specify (both country of origin and hosting location for data sovereignty concerns)		
Proposed Product	Should be entirely cloud-based		
	The proposed solution should provide robust cross-platform compatibility, including Web, Desktop and Mobile environments.		
	Users should be able to synchronize data across a minimum of three devices per user account.		
	Should fully support Unicode (Sinhala and Tamil)		
Email Solution	Should provide professional-grade email service with a minimum of 100GB mailbox size, calendar functionality, and integration with desktop email clients.		
	It should provide the capability to send messages up to 50MB in size		
	Proposed email solution should have secure web access portal via latest version of popular internet browsers		
	The solution should provide a dedicated mobile application for iOS and Android devices, with full support for Bring Your Own Device (BYOD) environments and compatibility with enterprise Mobile Device Management (MDM) solutions to ensure secure access and policy enforcement.		
	The solution should include shared/common mailbox capabilities		
	The solution should provide organization wide mail flow rules, distribution groups, external contacts in service administration portal		
	Users should be able to use conditional formatting, filtering to automatically and manually arrange emails based on sender, subject, recipients, status, importance using web access portal for emails etc.		
	The solution should support scheduling 'out of the office' messages with Start and End dates		
	The Solution should be able to warn users if the recipient is outside the organization prior to sending a mail		

	The solution should support Calendar sharing within the solution environment		
	The email solution should provide robust encryption capabilities, including TLS encryption for emails in transit and encryption at rest for all stored data.		
	The solution should include message tracing capabilities to capture mail flow and routing paths		
General Administration, Security and compliance	Should support seamless integration and configuration with the existing Microsoft Exchange and Active Directory (AD) environment		
	The platform should support cloud-based Active Directory services that can be synchronized with the existing on-premises Active Directory infrastructure for centralized user and access management.		
	Highly scalable with flexible licensing options(include detailed licensing matrix with cost)		
	Any exit clauses or Pricing (Specify)		
	Should support legal compliance features such as content search, legal hold, and built-in data classification capabilities.		
	Should provide advanced threat protection for cloud-based email systems including anti-phishing, spoofing, and malware scanning.		
	Should offer real-time security scanning of shared content and files in collaboration platforms for malicious content detection.		
	Should integrate with cloud platforms via secure APIs, ensuring direct communication without the use of intermediate proxies or rerouting of data traffic.		
	Should include centralized threat visibility dashboards and detailed forensic investigation tools for security incidents.		
	Should support automated threat remediation actions and provide configurable alerting and notification options.		

	Should comply with extensive certifications including ISO 27001, GDPR, HIPAA, FISMA and NIST.		
	Should comply with recognized security standards and provide auditable event logs and compliance reporting.		
	Should provide centralized device and application management with support for policy enforcement, remote actions, and device compliance monitoring.		
	Current file share should be able to migrate with direct integration with AD and file system		
	Should provide capability for search, analysis, and export of user data for administrators		
	Administrators should be able to check service health, password reset requests from the portal as well as a mobile based application Unified communication and collaboration solution		
	Should include administrative capabilities for generating reports for; a. User/Usage report b. Email statistics report		
	Solution provider should not use organizational data for anything other than providing with the service and in any way should not scan organizational email, documents, or groups for advertising/marketing or for purposes that are not service related.		
Identity and Access Management	Should support single sign-on and multi-factor authentication with configurable conditional access policies for user access control.		
	Should provide identity protection features including sign-in risk detection and user risk-based conditional access policies.		
	Should support device registration in directory services and should be directly integrated with third party end point security management systems and backup systems with compliance enforcement.		

	The solution should enable automated group management, role-based and privileged access control, secure policy assignment based on user attributes, and dynamic allocation of storage and feature access. It must support enforcing security policies, managing access to advanced features, and ensuring data protection through centralized and attribute-driven configurations.		
	Should support directory synchronization between on-premises and cloud-based directory services to enable a hybrid identity environment to eliminate reliance on obsolete physical infrastructure, ensuring consistent user authentication and access management across both platforms.		
Unified communication and collaboration solution	Create groups based on collections of people, content, and tools within an organization.		
	Create conversations organized in specific communication channels within the primary group or team as sub-groups		
	Should be capable for managing users within the group or team as owner or member		
	Should be capable of notifying a group of people all at once within the team or group using tags/mentions		
	Should be capable of creating communication channel groups and sub-groups with public and private privacy settings within the teams or group		
	Should be capable to add and remove members, add guests, change team settings, and handle administrative tasks.		
	Users within the organization should be able to join the group via a link or code		
	Group owners and members should be able to upload, edit and save documents, spreadsheets, or presentation files within the group conversations		

Meetings and calls	The solution should be able to host online meetings and video calls for minimum 250 people with audio, video, and screen sharing		
	Should be able to record the meeting (solution should support recording of meetings, including options to store, access, and reuse the recorded sessions)		
Client Application for collaboration	Solution should include downloadable desktop productivity applications for the following functions:		
	Word processing		
	Spreadsheets		
	Presentations		
	Email and calendar management		
	Desktop publishing		
	Relational database management		
	Each application should support complete offline functionality (full features available without internet access).		
	Solution should provide seamless synchronization of documents and data when online.		
	Applications should support the following advanced features:		
	Advanced formatting options		
	Scripting capabilities		
	Pivot tables		
	Data models		
	Macros		
	Automation tools		
	Data analytics tools		
	Solution should be compatible with Windows operating systems and macOS operating systems		

	Should support simultaneous real-time collaboration on cloud-stored documents from within desktop productivity applications, with autosave functionality and seamless transition between offline and online modes.		
	Should include official collaboration tools with support for chat, meetings, file sharing, and integration with cloud storage and internal platforms that support workflows and official collaboration.		
	The solution should allow specific sections or parts of a document to be shared and edited by designated users without granting access to the entire document.		
File Sharing and Collaboration	Should offer at least 1TB of cloud storage per user with file versioning, offline sync, and integration with local file explorer systems.		
	The solution should support sharing of files with external contacts by providing access or guest links		
	The current file-sharing limitations-such as storage quotas, user specific access controls, and file-type restrictions-should be replicated or improved in the proposed solution.		
	Should be able to restrict certain types of files being saved in the cloud storage		
Endpoint Management	The new solution should support centralized management of desktops, laptops, and mobile devices across major operating systems—including Windows, macOS, iOS, and Android—through integration with current Active Directory (AD).		
	Solution should enforce device-level security policies—such as advanced threat protection, Multifactor authentication (MFA) ,data loss prevention (DLP) , encryption, password strength, and unauthorized application control—through integration with current Active Directory (AD)		
	Should enable remote support capabilities, patch deployment, version control and automated software distribution across managed endpoints.		
	Should integrate with identity and access management systems and support provisioning of enterprise productivity applications.		

	Should provide reporting dashboards for asset inventory, compliance status, and audit history, etc.		
Backup and Recovery	Should provide backup for cloud-based productivity services, including email, file storage, internal collaboration content, and workflow-related data.		
	Should allow continuous incremental backups with customizable frequency, in integration with any backup solution currently used or that may be adopted by the organization in the future, to minimize data loss risk.		
	Should support flexible backup storage options, including on-premises and public cloud storage with encryption support, in integration with any backup solution currently used or that may be adopted by the organization in the future.		
	Should enable item-level & user-level restoration of emails, files, calendar items, and collaborative content with advanced search.		
	Should support backup policy configuration that complies with data sovereignty and retention regulations.		
	Should include secure access controls and logging of backup and restore operations for compliance and auditing purposes.		
	Allow fallback to on-premises systems if needed, ensuring continuity in case of a rollback requirement		
Migration Tooling	Should include built-in support for Hybrid, Staged, and Cutover Migrations of all current e-mails, files and user data to enable smooth transition from on-premises to new cloud solution with options for phased or full migration		
	The integrity, structure, and accessibility of the data should be preserved throughout the migration process, with zero data loss or impact to ongoing Ministry operations.		
Shared Folder Migration	The formatting and content of existing documents should remain unchanged during the migration to the proposed product.		
Mailbox Migration Complexity	Should enable easy mailbox migration with coexistence, ensuring seamless access and mail flow during the transition		

Estimated Migration Time	The complete migration, configuration, and deployment of the new solution should be executed within a maximum period of two months (8 weeks) from contract award. This includes user provisioning, testing, data migration, training, and system go-live.		
End User Experience	The migration process should be minimally disruptive and must not alter existing user settings or workflows.		
Learning Curve	The solution should have minimal to no learning curve to avoid disruption to users' daily operations.		
Total Risk and Disruption	The implementation should involve minimal risk and cause little to no disruption to existing operations.		
License and Support	A comprehensive 3 years of License and support for all Software and all accessories.		
	The licensing transition should be seamless, ensuring all existing features are retained without introducing any disruptions or requiring entirely new licensing arrangements.		
	All the software license ownership Should be purchased under Ministry of Finance, Planning & Economic Development.		
	Bidder Should Include licensing for all the required supporting software components without additional cost		
	Licenses and support should be provided for a period of three (03) years, with payments to be made on a Yearly basis.		
Number of certified engineers currently employed, for the proposed product	3-4 (minimum dedicated permanent employees)		
Prior Experience on similar projects	Should provide details of prior experience in delivering and implementing the proposed product for other government institutes relevant to ITB 37.2 (B). (Please attach the relevant documents)		

Local Presence	Please indicate whether the principal vendor has an office or official representation in the country		
Support and Maintenance	Proposed email solution shall provide financially backed SLAs and ensure a 99.9% up time 24/7 L2 ,L3 support and in advance issues should be able to get the principle support (L4)		
Data residency and data sovereignty	The selected vendor should provide a written assurance confirming adherence to data residency and data sovereignty requirements applicable to the Ministry of Finance, Planning & Economic Development. (ITB 11.1(e) (vii))		

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 fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “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.
- (j) “Subcontractor” means any natural person,

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

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

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

2. Contract Documents

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

3. Fraud and Corruption

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

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

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

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

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

4. Interpretation

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

vice versa.

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

7.1 All goods supplied under this contract shall be

- complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notice**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **Contract Data**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and**
- 12.1 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the

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

Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copy right

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

19. Confidential Information

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

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

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

- 19.4 The provisions of CC Clause 19 shall survive

		completion or termination, for whatever reason, of the Contract.
20. Subcontracting	20.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	20.2	Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21. Specifications and Standards	21.1	<p>Technical Specifications and Drawings</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
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 travelling 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 wilful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing

defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

- | | | |
|---|-------------|---|
| <p>30. Change in Laws and Regulations</p> | <p>30.1</p> | <p>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.</p> |
| <p>31. Force Majeure</p> | <p>31.1</p> | <p>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.</p> |
| | <p>31.2</p> | <p>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.</p> |
| | <p>31.3</p> | <p>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.</p> |
| <p>32. Change Orders and Contract Amendments</p> | <p>32.1</p> | <p>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:</p> <p>(a) drawings, designs, or specifications, where</p> |

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.
- (c) 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.
- (d) The Purchaser may terminate the contract by providing a written notice at least within 30 days, subject to any policy decisions made by the Government of Sri Lanka to unify the systems used by government organizations.
- (e) No additional claims or compensation shall be payable to the Contractor arising from or in connection with such termination, other than what is expressly provided for under this Contract.

35. Assignment

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

Section VII. Contract Data

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

CC 1.1(i)	The Purchaser is : Department of Information Technology Management
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is : Ministry of Finance, The Secretariat, Lotus Road, Colombo 01.
CC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be: Attention: Director General</p> <p>Address: Department of Information Technology Management Ministry of Finance Room No: 27 Ground Floor, The Secretariat, Colombo 01.</p> <p>Telephone: 0112 484582 Facsimile number: 011 2421219 Electronic mail address : digitm@itmd.treasury.gov.lk The Supplier's address is:</p>
CC 12.1	<p>Details of Documents to be furnished by the Bidder</p> <ol style="list-style-type: none"> Business Registration of the bidder Non-collusion affidavit (As specified in page No. 71) Manufacturer's/ Supplier's warranty certificate with 02 copies Certificate of origin with 02 copies
CC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <ol style="list-style-type: none"> Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and up on submission of an advance payment guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the bidding document. Completion of User Acceptance Testing: Ninety (90) percent of the Contract Price, shall be paid after the obtaining UAT signoff. UAT signoff should be obtained within two months. The foreign currency conversion the following formula shall be applied for foreign currency conversions as necessary. $\frac{2^{\text{nd}} / 3^{\text{rd}} \text{ year bid price}}{\text{Exchange rate should be US\\$ conversion rate 28 days prior to closing of bids as published by the Central Bank of Sri Lanka}} \times \text{Exchange Rate (US\\$) on invoice date}$

Section VIII. Contract Data

	The exchange rate on the above should be the “selling price” published by the Central Bank of Sri Lanka (CBSL) as of respective invoice after completion of work.
CC 17.1	A Performance Security shall be required for Ten (10) percent of the Contract Price. The Performance Security shall be valid beyond 30 days beyond the supplier’s warranty obligations.
CC 25.1	<p>The inspections and tests shall be as follows:</p> <ul style="list-style-type: none"> (i) The supplier shall get all the equipment’s inspected and also submit guarantee/warranty certificate that the equipment conforms to lay down specifications. (ii) The acceptance test will be conducted by the Purchaser, their consultant or any other person nominated by the Purchaser at its option at the point of delivery as indicated in the Schedule of Requirements. (iii) If the Equipment/software/service fails to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace all defective equipment/software/service to the satisfaction of the Purchaser (iv) Criteria stipulated in the Section V. Schedule of Requirements
CC 25.2	The Inspections and tests shall be conducted at: Ministry of finance, Colombo 01, Sri Lanka
CC 26.1	The liquidated damage shall be: 0.5 % per week
CC 26.1	The maximum number of liquidated damages shall be 10%
CC 27	<p>Warranty and Support Requirements</p> <p>A comprehensive support commitment of three (3) years must be provided by the OEM or cloud service provider. Limited lifetime warranties will not be accepted.</p> <p>The proposed solution shall be supported by the respective OEM/cloud service provider for a minimum of three (3) years from the date of acceptance.</p> <p>Documentation confirming the validity of the OEM/cloud service subscription and support coverage must be submitted.</p> <p>24x7 access to Level 2, Level 3 and Level 4 technical support from the OEM/cloud service provider must be ensured throughout the subscription period.</p> <p>Note:</p> <p>All charges related to the provision of support services, including but not limited to technical assistance, remote support, labor, travel, per diem, and accommodation for personnel (if applicable), shall be borne by the supplier during the warranty/subscription period.</p> <p>The Purchaser shall not bear any additional cost for services rendered during the specified period.</p> <p>Penalty Clause</p> <p>In the event of any Service Level Agreement (SLA) violations, penalties shall be imposed based on the SLA parameters defined in the Schedule of Requirements. The total penalty amount shall be deducted from the next subscription payment or recovered from the Performance Security.</p>

Section VIII. Contract Forms

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Contract Agreement

THIS CONTRACT AGREEMENT is made
the [insert : **Number**] day of [insert : **month**], [insert: **Year**]

BETWEEN

(1) [insert complete name of Purchase], a [insert description of type of legal entity, for example, an agency of the
..... 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 service, viz., [insert brief description of Goods and Service] 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 Purchase and the Supplier, and each shall be read and constructed 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 Suppliers as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there 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 Supplier.

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

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

In the presence if *[insert identification of official witness]*

Acceptable Format for Advance Payment Guarantee

(Procurement Manual Reference - 5.17)

Advance payment securities issued in the format given below is acceptable:

----- [Name and addressed of Agency, and Address
of issuing Branch or Office]

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

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of contractor /
supplier](hereinafter called “the Contractor”) has entered in to contract No. -----
----- [reference number of the contract] dated ----- with you, for
the ----- (insert “construction” or “supply”) of -----
--- [name of contract and brief description] (hereinafter called “the Contract”).
Furthermore, we understand that, according to the conditions of the Contract, an
advance payment in the sum ----- [amount of figures] (-----)
[amount in words] is to made against an advance payment Guarantee. At the request
of the Contractor, we ----- [name of issuing agency] hereby
irrevocably undertake to pay you any sum or sums not exceeding in total an amount
of [amount of figures] (-----) [amount of words]1 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 under the Contract. The maximum amount of
this guarantee shall be progressively reduced by the amount of the advance payment
recovered from the contractor or repaid by the Contractor. This guarantee shall expire,
Insert the date, 28 days beyond the expected expiration date (completion date) of the
Contract. Consequently, any demand for payment under this guarantee must be
received by us at this office on or before that date.

Acceptable Format for Performance Guarantee/Security

(Procurement Manual Reference - 5.19)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of Contractor/supplier] (hereinafter called „the Contractor”) has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the _____ [insert “construction / “supply”] of _____ [name of contract and brief description of Works or supply] (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 Contractor, we _____ [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount of 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 28 days beyond the scheduled contract completion date]. and any demand for payment under it must be received by us at this office on or before that date.

signature(s)

Annexure III of Chapter 01

**Non-collusion Affidavit (Template)
(Procurement Guideline Reference - 1.5)**

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having
been duly read over and
explained by me to the
Affirmant above named and
he/she having understood the
contents therein and admitted to
be correct, affirmed and set
his/her signature hereto before
me) on this day of ... at ...

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS