Sri Lanka CERT (Pvt.) Ltd

BIDDING DOCUMENT

Procurement of Ticketing system for NCSOC

INVITATION FOR BIDS No: CERT/GOSL/GOODS/NCB/2025/18

National Competitive Bidding (NCB)

September, 2025

Sri Lanka CERT (Pvt.) Ltd.

INVITATION FOR BIDS (IFB)

Procurement of ticketing system for NCSOC
IFB No. CERT/GOSL/GOODS/NCB/2025/18

1. The Chairman, Department Procurement Committee (DPC), on behalf of Sri Lanka CERT (Pvt.) Ltd, now invites sealed Bids from eligible and qualified Bidders for Procurement of Implementation, Configuration, System Integration and Tune-ups to meet security standards, Maintenance, and Support of Ticketing system Solution for NCSOC. This Ticketing Solution Purchase under this tender will be used for establishing the Ticketing System for NCSOC – Sri Lanka CERT. Detailed description of schedule of requirements is given in the Bidding Document.

2. Bidding will be conducted using the National Competitive Bidding (NCB) procurement method and is open to all eligible and qualified bidders as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka (GoSL) that meet the eligibility and qualification requirements given in the Bidding Documents.

3. Interested Bidders may obtain further information from the Manager IS (NS&DF), Sri Lanka CERT (Pvt.) Ltd, Room: 4-112, BMICH, Colombo 7 and inspect the Bidding documents free of charge during office hours ***on working days commencing from September 25, 2025, at the office of Sri Lanka CERT (Pvt.) Ltd at the above address*.** Phone: +94 11 269 1692/269 5749/267 9888, Fax: +94 11 269 1064 or email: procurement@cert.gov.lk.

4. A complete set of Bidding Documents in English Language may be purchased by interested Bidders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Ten Thousand (LKR 10,000.00) effective from **September 25, 2025** during office hours (8.30am – 5.00pm) on working days from the office of the Sri Lanka CERT at Room: 4-112, BMICH, Colombo 7. The method of payment will be by cash.

5. A Pre-bid meeting which potential bidders may attend will be **held at 1000 hrs (10.00 a.m) on October 2, 2025** at the office of Sri Lanka CERT at the above address. The bidders are advised to attend this meeting. For more details please refer ITB Clause 26.1.

6. Bids must be delivered to Chairman, Department Procurement Committee, Sri Lanka CERT, Room: 4-112, BMICH, Colombo 7 ***to be received on*** or before **1500 Hrs. (3.00 P.M) on October 16, 2025**. Late Bids and Bids sent electronically will not be accepted and will be rejected.

7. Bids shall be valid for a period of **91 days** (**January 15, 2026**) from the date of deadline for submission of the Bids.

8. All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the bidding documents in the amount of Sri Lankan Rupees Five Hundred Thousand (500,000.00). Bid Security shall be valid up to **February 12, 2026**.

9. Technical bids shall be opened immediately after the deadline for submission of bids, in the presence of Bidders or their authorized representatives who choose to attend in person at the address stated above (in Para 6).

10. Sri Lanka CERT shall not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chairman
Department Procurement Committee
Sri Lanka CERT (Pvt.) Ltd,
Room: 4-112, BMICH, Colombo 7, Sri Lanka.

September 25, 2025.

Section I. Instructions to Bidders (ITB)

A. General

1. Scope of Bid

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

1.2 Throughout these Bidding Documents:

(a) The term "in writing" means communicated in written form by mail (post or electronic) 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:

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

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

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

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract except for those declared in the BDS.

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

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

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

4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk

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

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

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

Volume 2

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

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

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

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

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

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

(e) Any other document required in the BDS.

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

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

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

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

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

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

(b) on the previously imported goods of foreign origin

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

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

(iv) the price of other incidental services

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

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

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees(LKR). Any prices quoted in a currency other than LKR may be rejected at the discretion of the Purchaser. Any differed pricing shall be converted to LKR and quoted in the tender and deemed to include any foreign exchange fluctuation risks.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

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

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

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

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

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

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

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

19. Period of Validity of Bids

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

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

20. Bid Security

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

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

(a) At the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk

(c) Be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) Be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e) Be submitted in its original form; copies will not be accepted;

(f) Remain valid for the period specified in the BDS.

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

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

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

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

(b) If a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) If the successful Bidder fails to:

(i) Sign the Contract in accordance with ITB Clause 42;

(ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

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

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

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

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) Bear the specific identification of this bidding process as indicated in the BDS; and Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, and Modification of Bids

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

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

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

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

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

26. Bid Opening

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

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

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

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

E. Evaluation and Comparison of Bids

27. Confidentiality

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

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

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

28. Clarification of Bids

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

29. Responsiveness of Bids

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

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

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

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

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

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

30. Nonconformities, Errors, and Omissions

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

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

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

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

31. Preliminary Examination of

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have

Bids

been provided, and to determine the completeness of each document submitted.

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

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation

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

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

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

33. Conversion to Single Currency

33.1 Bidders are not allowed to quote in foreign currencies in and as such the necessity to convert to single currency does not arise.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid Price as quoted in accordance with clause 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

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

(e) Adjustments due to the application preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

39. Award Criteria

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

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed fifteen percent (15%) of the total quantity and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

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

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

43. Performance Security

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

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	Supply, delivery, installation, configuration, System Integration and Tune-ups to meet security standards, maintenance and support of software, Hardware and other components related to the scope of the work as mentioned in Section V of the Schedule of Requirements. To qualify for evaluation, bidders are required to bid for all the items and quantities specified in the Section V of the Schedule of Requirements. Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be rejected. The Purchaser is: **Chief Executive Officer (CEO), Sri Lanka CERT (Pvt.) Ltd** The name and identification number of the Contract is; **Procurement of ticketing system for NCSOC** IFB No: **CERT/GOSL/GOODS/NCB/2025/18**
ITB 2.1	The source of funding is the Government of Sri Lanka (GoSL)
ITB 4.1	Joint Ventures and Consortiums are not allowed. Sub-contracting is **not allowed** under this procurement. Bids submitted with sub-contractors will be considered as **non-responsive and will be rejected**.
	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is: **Attention:** CISO (NS&DF) **Address:** Sri Lanka CERT (Pvt.) Ltd Room: 4-112, BMICH, Colombo 7. Fax: +94 11 269 1064 email: procurement@cert.gov.lk A Pre-Bid meeting will be held on Date: **October 2, 2025.** **Time: 1000 hrs.** The document given in Annexure 01 in page 26 should be prepared in a company letterhead and to be submitted. along with, a photocopy of the National Identity Card / Passport / Driving License of the participant (Maximum of Two representative will be allowed) when entering to the Tender Room Permission for entry to the Tender Room may refuse in case authorization as prescribed above is not submitted.

	Venue for the Pre-bid meeting: Sri Lanka CERT, Room: 4-112, BMICH, Colombo 7. Clarifications may be requested not later than 07 days before the deadline for submission of bids.

	C. Preparation of Bids
ITB 11.1 (a), (b), (c) and (d)	I. The Bid Submission Form and Price Schedule should be considered as **Envelop 2 - Financial Bid**. II. All documents other than the documents specified in the above item (I) should be considered as **Envelop 1 - Technical Bid**. Section /Annexure consisted into Technical Bid should be attached in following order. a). Section I – Instruction to Bidder (ITB) b). Section II – Bidding Data Sheet (BDS) c). Section III – Evaluation and Qualification Criteria d). Bid Security e). Section V – Schedule of Requirements (Annexture 1) f). Section VI – Conditions of Contract g). Section VII – Contract Data III. Each bid (**envelop 1 - Technical** and **envelop 2 - Financial**) should be enclosed in separate envelopes.
ITB 11.1 (e)	i) The Bidder shall submit the following documents with bid: **Technical Bid** - Bid Security - Technical Specification & Compliance - The bidder must be an authorized reseller of the required product and must include a certificate from Authorized Distributor confirming bidder's reseller status - Please provide qualifications, background and experience of the technical and support staff - It is mandatory to fill component description in the section V and sign / endorse it. Failure to endorse the component description sheet may result in classification of the bid as partially responsive and result in rejection of the bid. **Financial Bid** - Bid Submission Form

	- Price Schedule ii) The bid must be registered under the Public Contract Act No 3 of 1987 at the registrar of the companies 'office and submit a PCA3 form accordingly as per the provision made in the said act.
ITB 13.1	Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected.
ITB 14.2	Bidder shall offer pricing applicable for government institutes.
ITB 14.3	All components will be procured as a single lot as a complete solution. Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be rejected.
ITB 14.4 (iii), (iv)	Prices indicated on the Price Schedule shall include the price for inland transportation, insurance and other related services to deliver the goods to their final destination, the price of other incidental services.
ITB 15.1	CIF value of the goods/services shall be quoted in Dollars and local charges shall be in Sri Lanka Rupees. All payment should be made in LKR.
ITB 17.1, 17.2, 17.3	The Bid should comply with all minimum requirements specified in the Section V – Schedule of Requirements.
ITB 18.1 (a)	Manufacturer Authorization is required in the form specified in the Section IV – Bidding Forms of the Bid documents. Bidders shall provide Manufacturer Authorizations for Software and Hardware specified in the Section V – Schedule of Requirements.
ITB 18.1 (b)	Bidder shall be legally registered company in Sri Lanka and should have the physical presence (office) in Sri Lanka, and has been in operation for the last Three (03) years. If the bidder is not doing business within Sri Lanka, its authorized agent should have registered business presence in the Sri Lanka with adequate staff and resources as stipulated in ITB 18.1 (b) and should continue to be in operation at least for a period of Three (03) years from the date of completion of installation.
ITB 19.1	The bid validity period shall be Ninety One (91) days from the date of bid closure, accordingly the bid shall be valid until **January 15, 2026.**
ITB 20.1	Bid shall include a Bid Security issued by a commercial bank licensed by the Central Bank of Sri Lanka in the format prescribed in **Section IV** "Bidding Forms – Bid Guarantee"
ITB 20.2	The amount of the Bid Security shall be Sri Lankan Rupees Five Hundred thousand only (500,000.00) Bid Security shall be issued in favor of (Beneficiary); Sri Lanka CERT (Pvt.) Ltd. Room: 4-112, BMICH, Colombo 7, Sri Lanka. Bid securing declarations are not accepted

ITB 20.2 (f)	Bid Security shall be valid for a period of **28 days** beyond the original validity period of bids **(up to February 12, 2026)** or beyond any period of extension subsequently requested under ITB clause 19.
	D. Submission and Opening of Bids
ITB 22.1 (a)	The Bidder shall not have the option of submitting their Bids electronically. This procurement is carried out on the basis of the "Single Stage Two Envelope Method". Therefore, both technical and price proposals should be submitted in two separate envelope. I. The bidder should submit the original documents of Technical Bid and Financial Bid Documents as described in ITB Clause 11 and clearly marked it as follows. a). For Technical Bid, "ORIGINAL – TECHNICAL BID" b). For Financial Bid, "ORIGINAL – FINANCIAL BID" II. In addition, the Bidder shall submit a copy of each bid and clearly marked it as follows. a). For Technical Bid, "COPY – TECHNICAL BID" b). For Financial Bid, "COPY – FINANCIAL BID"
ITB 22.2 (c)	The Bid shall be processed according to the two envelop system with each envelop clearly marked "TECHNICAL BID" and "FINANCIAL BID" in duplicate and two separate envelops, marked "Original" and "Copy". Both the bids need to be submitted at the time of bid opening. All the **Technical bids** will be opened at the time of bid opening. **Financial bids** will be opened with the bidders who have complied with the technical specifications. The bid envelop should be marked with the bid name, bid number and bid opening date and time of the bid closing on the top left hand corner of the envelop and name and address of the Bidder on the left hand bottom corner of the envelope. If all envelops are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
ITB 23.1	For bid submission purposes, the Purchaser's address is: Chairman, Department Procurement Committee, Sri Lanka CERT (Pvt.) Ltd. Room: 4-112, BMICH, Colombo 7, Sri Lanka The deadline for the submission of bids is: Date: **October 16, 2025.**

	Time: **1500 hrs.**
ITB 26.1	The Technical bid opening shall take place at: Address: Sri Lanka CERT, Room: 4-112, BMICH, Colombo 7, Sri Lanka. **Date: October 16, 2025.** **Time: 1500 hrs.** The document given in Annexure 01 in page 26 should be prepared in a company letterhead and to be submitted. along with, a photocopy of the National Identity Card / Passport / Driving License of the participant (**Maximum of Two representatives will be allowed**) when entering to the Tender Room Permission for entry to the Tender Room may refuse in case authorization as prescribed above is not submitted.
ITB 29.3	The bid will be rejected by the Sri Lanka CERT if: a) The document has not been properly signed by a person who is duly authorized to sign the bidding documents on behalf of the bidder with documentary evidence to illustrate such authority (Ex: Resolution of the Board of Director) b) PCA 3 Form is not submitted, c) Bid Security is not furnished in order and d) Bid submission Form is not submitted in order e) A certified copy of business registration certificate is not submitted f) VAT Registration Certificate is not submitted g) Audited statements of accounts of the company for the past Three (03) years (2022/2023, 2023/2024 and 2024/2025) is not submitted h) Documentary evidence to establish conformity of the goods to the technical specifications/standards is not submitted i) Manufacture Authorization Letter is not submitted j) Any fraudulent document submitted Bid offered without duly signed or without furnishing any of the above-mentioned documents will be treated as nonresponsive and will be rejected without considering for further evaluation.
ITB 33.1	Not applicable
ITB 34.1	Not applicable
ITB 35.3(d)	The adjustments shall be determined using the criteria, from amongst those set out in Section III Evaluation and Qualification Criteria as per the criteria mentioned in the Section V – Schedule of Requirements.
ITB 35.4	The following factors and methodology will be used for evaluation: Compliance with all requirements in the compliance sheet
ITB 43	The Performance Security acceptable to the Purchaser shall be in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document Section VIII) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Performance security shall be

	submitted within 14 working days of the date of notification of award from the employer. It shall be valid up to 28 days following the date of Completion of the Supplier's performance obligations under the contract, including any warranty or Licenses obligations.

Annexure 1

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

To : Chef Executive Officer
Sri Lanka Computer Emergency Readiness Team (SLCERT),
Room 4112, BMICH
Bauddhaloka Mw, Colombo 07

Procurement of ticketing system for NCSOC
IFB: CERT/GOSL/GOODS/NCB/2025/18

……………………………………………………………………… (name of representatives) bearing National Identity Card/ Passport/ Driving License (or any other valid identity) No.
……………………………….. is hereby authorized to attend the Bid opening on
………………………………. for the Bid mentioned above on behalf of
…………………………………………………………. (name of Bidder/ company/ agency/ firm)

Signature of authorized signatory of the company/ agency/ firm with seal

NOTE: Permission for entry to the Bid room may be refused in case authorization as prescribed above is not submitted

Section III. Evaluation and Qualification Criteria

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

Contents

1. Evaluation Criteria (ITB 35.3 (d))

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

1.1 Stages 01 - Preliminary Bid Evaluation

Preliminary bid evaluation as per the criteria prescribed below.

i. **Completeness of the bidding document** - Sri Lanka CERT will examine the bids to determine;
   a) Whether they are complete,
   b) Whether any computational errors have been made,
   c) Whether the documents have been properly signed by a person who is duly authorized to sign the bidding documents on behalf of the bidder with documentary evidence to illustrate such authority (Ex: Resolution of the Board of Directors),
   d) Whether the PCA 3 Form is submitted and
   e) Bids will not be entertained from firms or persons who have been placed on the List of Defaulting Contractors of the Government of Sri Lanka or of Sri Lanka CERT or of any Statutory Government Corporation or Board.

Bids offered with errors, without duly signed or without furnishing any of the above mentioned documents will be treated as nonresponsive and will not be considered for further evaluation.

i. **Furnishing of requested bid security** - Sri Lanka CERT will examine whether the requested by bid security has been furnished in order. Title of the bid, bid number, value and validity period of the bid security, should be. correctly mentioned as requested in Section II (BDS). Bids offered without mentioning any of the above items correctly, will be treated as nonresponsive and will not be considered for further evaluation.
ii. **Bid Validity** - The bidders should agree for the validity period of the bid mentioned in the Section II (BDS). Bids offered with deviated bid validity will be treated as nonresponsive will not be considered for further evaluation.
iii. **Delivery and Payment Terms** - The bidders should agree for the delivery period and payment terms mentioned in the Section VII (Contract Data Sheet). Bids offered with deviated

delivery period and payment schedule will be treated as nonresponsive will not be considered for further evaluation.

1.2 Stage 2: Technical Financial and Arriving to Final Score

i. The technical proposals will be subjected for evaluation at this stage as per criteria prescribed in Section V,

ii. The technical proposals only will be subjected for evaluation at this stage as per criteria prescribed in Section V. The Bidders scoring more than of equal 85 marks (cut-off score) out of 100 marks in the technical evaluation shall be short listed for further selection process.

iii. The financial bids of the above short listed bidders will be opened and rest will be returned back to the bidders. The client's evaluation of Bidders responsiveness to "Technical Requirements" will take into account along with cost factors. An "Evaluated Relative Bid Score" will be calculated for each short listed bid using the following formula, as a comprehensive assessment of the cost component and the technical merit of each short listed bid.

$$B = \frac{C^{low}}{C} X + \frac{T}{T^{high}} (100 - X)$$

Where,

B Relative Bid Score of evaluated bid

T = Technical Score of evaluated bid

T^{high} = The highest Technical Score of the bid among all responsive bidders

C = Bidder's evaluated bid price.

c^{low} = The lowest bid price among evaluated bid prices of all responsive Bidders

X = The weight for cost factors is 20

Marking Scheme of Technical Evaluation

#	Evaluation Criteria	Full Marks
1.	Product Features and product demonstration according to the Scope of Work defined by Sri Lanka CERT	50
2.	Ticketing System software Solution architecture and design	15
3.	Proposed project plan, approach and methodology for preparation, installation, implementation, go-live and operations and maintenance covering all the applicable.	15
4.	Local Vendor Technical capabilities and Product knowledge	10
5.	User Friendliness / User Interface / User Experience	05
6.	Product Certified Engineers (refer to Table 1 Proposed Professional Staff)	05
Total		**100 Marks**

Table 1- Technical Evaluation Marking scheme.

1.3 Stage 3: Method of evaluation

Bidders of this RFP will be eligible only if they fulfill the following criteria as a minimum and should comply with RFP Terms and Conditions

- Responsive RFP proposals will be reviewed to select the initial technical comply bidders according to given technical specification and RFP term and condition.
- The Initial Technical comply bidder will be requested to do presentation to demonstrate the Technical capabilities of the product.
- The Sri Lanka CERT technical committee reviews the presentation and gives the marks according to the **Table 1 -** ***Technical Evaluation Marking scheme***.
- The bidders who are scored more than or equal to 85 marks, will be selected to proceed with financial bid opening
- Sri Lanka CERT reserves the right to select and finalize the vendor who is best fitted to the requirement

1.4 Stage 4: Scope of Work for the Demonstration

The bidder must complete all items in the Scope of Work successfully in order to get selected. Below is the Scope of work that will be evaluated in the demonstration**.**

1. General Demonstration Requirements

- Provide an end-to-end walkthrough of the Ticketing System, covering incident creation, tracking, escalation, resolution, and closure**.**
- Show seamless integration between Call Manager (telephony system) and Helpdesk Application**.**
- Demonstrate user interfaces for end-users, helpdesk agents, supervisors, and administrators**.**
- Highlight real-time dashboards, reporting, and SLA monitoring**.**

And demonstration shall be covered all the listed items (but not limited) in the technical specification.

2. Helpdesk Application Demonstration

a. **Ticket Management**
   - Multi-channel ticket creation (phone, email, web portal, chat).
   - SLA-based tracking (with escalation rules for severity/priority).
   - Workflow automation (ticket assignment, categorization, and notifications).

b. **Escalation & SLA Management**
   - Demonstrate hierarchical and automatic escalations.
   - SLA timers for different service categories.
   - SLA breach alerts and reporting.

c. **Knowledge Base & Self-Service Portal**
   - End-user access to FAQs, knowledge base articles, and status tracking.
   - Demonstration of search and ticket submission features.

d. **Reporting & Analytics**
   - Historical reports on ticket volumes, SLA compliance, and resolution trends.
   - Customizable dashboards for management.

3. Integration Demonstration

- Integration of Call Manager with Helpdesk system (automatic ticket creation from calls).
- Directory/Active Directory or HR system integration for user authentication.
- Email, SMS, or Chat integration for ticket notifications.
- Security controls: Role-based access, audit logs, and reporting.

4. End-to-End Scenario Simulation

- A simulated scenario where a user calls the helpdesk, a ticket is created automatically, escalated due to SLA, resolved by support staff, and closed.
- Demonstrate reporting on the above scenario in both real-time dashboard and historical reports**.**

5. Chat Box Application Demonstration

a. **Live Chat Support**
   a. Ticket creation directly from chat interactions.

    b. Chat transcript automatically attached to ticket record.
    c. Agent takeover from chatbot when escalation is needed.

b. **Chatbot Automation**
    a. Demonstrate chatbot handling FAQs and routine queries.
    b. Integration with knowledge base for automated responses.
    c. Ability to escalate chat to a live agent when required.

c. **Monitoring & Reporting**
    a. Chat volume and resolution time reports.
    b. SLA tracking for chat-based tickets.
    c. Quality monitoring of chat transcripts.

Local Bidder should conduct the demonstration.

Please note that the purchaser will not be provided any environment to do the demonstration.

Demonstration date: 23rd and 24th October 2025
Time: 90 Minutes
Location: Sri Lanka CERT, Room 4 -112, BMICH Colombo 07

2. Evaluation Criteria (ITB 35.4)

	Criteria	Requirement
a	Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.	Should be complied
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 50% of the bid price net of the bidder’s other commitments.	Should be complied
c	Compliance with all requirements in the compliance sheet and a pre-evaluation presentation by explaining the project approach/scope covered/Solutions provide for technical evaluation purposes.	Should be complied

Table 2 Evaluation Criteria

Proposed Professional Staff

Table below shows the minimum number of professional staffs required for the project. However, to complete the project within the time scale, bidders are required to allocate a suitable number of staffs who should be in the company permanent payroll withing last six (06) month that possesses at least minimum qualification and experience (as shown in the table) to complete the project. Certified copies of certificates shall be provided along with CVs (proof documents should be provided).

#	Position	Minimum Number of Staff	Required Minimum Qualification	Required Minimum Experience
1	Project Manager	1	Bachelor's Degree in IT/Engineering/Management/ Computer Science	Minimum 5 years managing IT implementation projects; Knowledge of ITIL/Project Management methodologies
2	Solution Architect (Ticketing & Call Manager)	1	Bachelor's Degree in IT/ Computer Science /Engineering	5+ years in solution design for ITSM/Helpdesk and telephony/call management solutions
3	Systems/Infrastructure Engineer	1	Degree in IT/ Computer Science /Engineering	3–5 years in system administration, enterprise applications, Windows/Linux environments
4	Application Specialist – Helpdesk	1	Degree in IT/Computer Science	Minimum 3 years with helpdesk/ticketing systems; knowledge of SLA/ITIL
5	Call Manager Specialist	1	Degree/Diploma in Telecommunications/IT/ Computer Science	Minimum 3 years in call manager/VoIP/PBX/Unified Communication systems
6	Database Administrator (DBA)	1	Degree in IT/Computer Science	3–5 years in MySQL/MSSQL/PostgreSQL administration, database security & backup
7	Security Engineer	1	Degree in Cybersecurity/IT/ Computer Science	Minimum 3 years in application/network security; experience with SIEM, IDS/IPS, log monitoring
8	Support Engineer (Level 1 & 2)	2	Diploma/Degree in IT/ Computer Science	1–3 years in helpdesk/IT support; troubleshooting & user support
9	Trainer / Documentation Specialist	1	Degree/Diploma in IT or any other related area	2+ years in IT training and technical documentation

Table 3 Proposed Professional Staff

Commercial and Technical Capability

The Bidder shall comply the following requirement and furnish all documentary evidence to demonstrate that it meets the following requirements.

i. Bidder shall be a legally registered company in Sri Lanka and should have a strong physical presence in Sri Lanka (operating an office), and has been in operation for the last Three (3) years. A certified copy of business registration certificate shall be provided.

ii. Bidder's core business shall be system integrator / Enterprise IT solution / Security Service provider role including supplying, delivering, installing and implementing, software and other components similar to the items specified in the Section V – Schedule of Requirements of this Bid.

iii. Bidders shall have the technical competency as the authorized dealers/suppliers for Hardware brands/products stated in the Section V - Schedule of Requirements of this Bid for the last Three (3) years in supplying, delivering installing, supporting, maintaining and providing warranties.

iv. Proposed solution has successfully implemented at least Two (02) similar software solution during the period of last Two (2) years prior to the Bid submission deadline (Bidder should be provided documents to prove the evidence). These products must be in satisfactory operation for at least One (1) year prior to the date of bid submission (Bidder should be provided documents to prove the evidence).

3. Post – Qualification Requirements (ITB 37.2)

(a) Financial Capability

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

i. 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 50% of the bid price net of the bidder's other commitments.

Section IV. Bidding Forms

Table of Forms

1. Bid Submission Form

2. Price Schedule & Price Schedule for Additional Items

3. Bid Guarantee

4. Manufacturer's Authorization

5. Professional Staff

Bid Submission Form

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

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

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

To: *[* insert complete name of Purchaser]*

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services];*

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

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

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

(i) 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.

(j) 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*

Price Schedule

Item No (1)	Description of Goods or related services (2)	Qty. and Unit (3)	CIF Price in USD (4)	CIF Price in LKR (5)	All Other local chargers in LKR (6)	Unit price Excluding VAT (LKR) (7)=(5)+(6)	Total Price Excluding VAT (LKR) (8)=(3)x(7)	VAT (LKR) (9)	Total Price Including VAT (LKR) (10)=(8)+(9)
1	Helpdesk System for agents/ analysts including Advanced analytics and AI Chat Box	10 agents / analysts							
2	Call Manager Solution for extensions	50 extensions							
3	VOIP Phones	20							
4	VOIP Phones with handsfree	05							
5	Hardware servers with OS and Virtualization software	02							

6	Associated software license components (Database etc.. for 3 Years. (If required)	Specify							
7	Additional Hardware/Network devices with license component for 3years. (If required)	Specify							
8	Installation, configuration, System Integration and Tune-ups to meet security standards, support and maintenance of support solution for 3 Years	Specify							
	Total								

Note 1: Supplier is required to do Installation, configuration, System Integration and Tune-ups to meet security standards, support and maintenance of all the activities covered withing the specified years in Item No.8.

Note 2: Installation and configuration, support, maintenance, training, etc…pricing shall be indicated in line item No.08 in the price schedule for 3 years

Note 3: All licensing, software components, etc…pricing shall be indicated in the price schedule for 3 years

Note 4: If required Bidder Shall be added any additional rows.

Note 5: Bidder shall not be added any additional columns.

Note 6: Bidder shall state the cost of license renewal cost for the proposed software and hardware for year 4 and year 5 separately

Note 7: All other charges, taxes should be borne by the supplier.

All licenses renewal cost with support and maintenance for Year 4 and Year 5

Description	Year 4 – Unit Cost Excluding VAT (LKR)	Year 5 - Unit Cost Excluding VAT (LKR)

Note 5: Bidder shall responsible for installation and maintenance of proposed solution in all Devices/locations within Sri Lanka which are requested by purchaser without any additional cost

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:** Chief Executive Officer, Sri Lanka CERT (Pvt.) Ltd,
Date: -- *[insert (by issuing agency) date]*
BID GUARANTEE No.: --------------------------------------- *[insert (by issuing agency) number]*

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

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

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

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

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,

(i) fails or refuses to execute the Contract Form, if required, or

(ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire:

(a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------ *(insert date)*

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

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

Manufacturer’s Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Professional Staff
(CV)

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1. **Proposed Position** [*only one candidate shall be nominated for each position*]: ________
2. **Name of Firm** [*Insert name of firm proposing the staff*]: ____________________

____

3. **Name of Staff** [*Insert full name*]: ____________________

4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: __________

5. **Membership of Professional Associations**: ____________________

6. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: ____________________

7. **Experience in the specific role**: [*List the projects*]: ____________________

8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ____________________

9. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held] :*

From [*Year*]: ____ To [*Year*]: __________
Employer: ____________________

Positions held: ____________________

[*Refer (c) Proposed Professional Staff, Section III – Evaluation and Qualification Criteria to meet the minimum requirement or preferably more*]	**10. Work Undertaken that Best Illustrates the Qualification** *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]* Name of assignment or project: Client: Duration: Location:
	Brief description of the projects: Positions held:

	Technologies used:

11. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

……………………………………. Date: ………………

[Signature of staff member] *Day/Month/Year*

Full name of authorized representative : ………………………………………………………

Section V. Schedule of Requirements

1. List of Goods and Delivery Schedule
2. Technical Specifications
3. Other Documents to be submitted by the bidder
4. Service Requirements Compliance Sheets
5. General Warranty Terms & Service Level Agreement (SLA)
6. Inspection and Testing

1. List of Goods and Delivery Schedule

Item No	Description of Goods	Final (Project Site) Destination as specified in BDS	Delivery and Installation
1	Procurement of Ticketing System for NCSOC	Shall be specified by Purchaser in the delivery stage	1. The Bidder shall deliver the Software Licenses components, Server hardware and Network related components to the relevant locations within 6 weeks from the date of the contract award. 2. The Bidder shall complete the Implementation, Configuration and Training within 8 weeks from the date of the contract award.

***Note:**

1. It is the Bidder's responsibility to obtain letters of acceptance of goods from the person/s nominated by the Purchaser at the time of delivery. Hence, arrangements will be made to issue such certificates within a week on receipt of goods/services and to notify the supplier within three working days, if there are any reasons for non-acceptance/not in able to accept the goods/services.
2. Delivery note shall include details such as Brand Name, Model, Serial Number, Configuration, Product Keys of License and etc.. (as applicable).
3. Acceptance letters should indicate that the software received in order.
4. It is the Bidder's responsibility to install and commission the software as required at the time of delivery.
5. It is the Bidder's responsibility to activate the necessary software license not before the delivery date.

2. Technical Specifications

2.0.1 **Introduction**

Sri Lanka CERT expects to procure the following Ticketing System for NCSOC

Item No	Description of Goods	Quantity Units
1	Procurement of Ticketing System for NCSOC	1 Solution

The successful bidder is responsible for the Supply, Delivery, Installation, System Integration and Tune-ups to meet security standards, Testing, Commissioning, Maintenance, Support and Fine tuning of the Ticketing System solution.

2.0.2 **Guidelines for Preparation of Submission**

Bidders are required to provide all technical information and other related conditions requested in this document. Any omissions could lead to Bid Response being disqualified.

Response for each technical specification shall be cross referred to the technical literature provided. This will speed up the evaluation process.

Bid Response shall be supported by submitting the relevant technical brochures in original print in English language.
If the proposed solution does not meet the required specification, the Bidder shall clearly state the alternative option available with an explanation on how this option will fulfill the required specification. Such deviations will be considered as compliant only if it completely meets the specified requirement.

2.0.3 **Technical and Operational Manuals**

The successful Bidder is required to provide two hard copies of each of the Technical and Operating Manuals for all the components. Further, a set of softcopies are to be provided for both technical and operational manuals.

a. Technical Manuals (hard copies) - 02
b. Technical Manuals (soft copies) - 02
c. Operating Manuals (hard copies) - 02
d. Operating Manuals (soft copies) - 02

All manuals shall be in English.

2.0.4 **Updates and Upgrades**

The Bidder is required to clearly state how updating and upgrading of Ticketing System solutions, if any, will be carried out during the support and maintenance period.

2.0.5 **Licensing**

Sri Lanka CERT requires a clear understanding of the licensing/subscriptions required by the Bidder’s proposed solution.

a. All the software licenses should be covered for 3 years period.
b. All Hardware licenses should be covered for 3 years period
c. Please state the components that require licensing in terms of software
d. Please state the subscription based licensing and perpetual based licensing separately and clearly state any feature/ Performance degradation after license expiry.
e. All the necessary Software licenses should be included.
f. Please state any other factors that has an impact on the licensing
g. Pricing for licensing needs to be clearly indicated in the price quotation.
h. All the software/services and licensing should be purchased under the name of Sri Lanka CERT

2.0.6 **Licensing Terms and Conditions**

Bidder should provide required licensing for all the features stipulated Specification (Table 7 Technical Specifications) and backend support including principal support complying to the given SLA. Further bidder should provide require licensing for other performance based criteria to the price schedule.

a. Any conditions for which licensing shall not be applicable, during the support period

b. Replacement policy during the support period

2.0.7 **Post Support and Maintenance**

The Bidder is required to state the support and maintenance that will be provided after the initial support period. This shall include Annual Support Contract proposed by the Bidder with Terms and Conditions.

2.0.8 **Limitation of Software Solution**

The Bidder is required to state any limitations of the proposed solution.
The bidder shall thoroughly study Sri Lanka CERT requirements and bidder shall provide any additional information and findings to fulfill Sri Lanka CERT requirement without limiting to the Specification (Table 7 Technical Specifications.)

2.0.9 **Training**

The Bidder shall provide training for staff nominated by Sri Lanka CERT for the Proposed Ticketing System Solution. The training should be conducted physically.

2.1 TECHNICAL SPECIFICATIONS REQUIREMENT OF TICKETING SYSTEM

2.1.1 Technical Specifications - Ticketing System

Bidders should propose Ticketing System Solutions in accordance with the below specifications. Any minimum specifications which are not matched should be clearly mentioned and an appropriate alternative workaround may be proposed.

#	Functionality	Bidder's Offer		Reference (Section No and Page No's)
		Yes/ No	If "No" Bidder's Response	
	General condition			
1.	Proposed Product Names			
2.	Proposed Product Model/Software Version			
3.	Proposed Product SKU			
4.	The proposed solution should be implemented on-prem			
5.	The proposed solution should encompass with an active DR site with all the required software licensing included to achieve a DR site			
6.	Should provide system architecture and methodology in solution document separately			
7.	Should describe each component of the architecture of the solution in the solution document.			
8.	The proposed solution requirement shall be scalable as per the Sri Lanka CERT requirements and support allocating licenses to accommodate at the initial phase			
9.	Bidder should bid for the software licenses with Software Assurance for all associate software components.			

10.	Bidder must provide 3 years of software subscription and Hardware for all the solution software licenses provided including associated software licenses			
11.	Bidder must provide licenses for all the associated software components including Databases, etc… for 3 years.			
12.	The bidder should supply all the required additional third-party licenses which would be required for the seamless operation of the proposed solution			
13.	During the contract period, bidder should perform Solution System upgrade, operating system upgrade, installations, patches and resource configurations and patches.			
14.	The solution must be easy-to-install, as well as being easy to configure without being heavily reliant on vendor professional services or support.			
15.	Should have a mechanism to recover if the System or any backend data storage got corrupted due to any reason.			
16.	The solution shall not contain any hard coded contents that cannot be managed.			
17.	Bidder should provide all the servers, operating systems, system software and other hardware, software and all the other licenses.			
18.	The bidder of the proposed solution should provide support for all upgrades and updates during the contract Period.			
19.	The proposed solution should provide manual override capabilities for emergency situations for humans to take over the conversation for conversations that occur via AI chatbots backed by LLMs			
20.	The bidder must have certified engineers to install, configure, System Integration and Tune-ups to meet security standards, and troubleshoot the proposed solution. At least one certified engineers should be internal employee. Documentary evidence, including certifications, should be provided			
21.	The Bidder should provide three year licenses and support (24x7) for the proposed solution without any limitation on all Software and all accessories, any feed updates, software updates			
22.	During the warranty period and AMC period, the vendor shall provide and install all new versions, releases, and updates for all standard software at no additional cost to Sri Lanka CERT.			
23.	Bidder shall also undertake to carry out implementation / operationalization including move, add, and delete changes / customization of such software updates, releases, Version upgrades.			
24.	Bidder should update and maintain all supplied equipment to correctly reflect actual state of the setup and should maintain the latest stable version of the software/ Operating system at any point in time during the warranty period and AMC.			
25.	All the software license ownership Should be purchased under Sri Lanka CERT name			

26.	Bidder Should Include licensing for all the required supporting software components			
27.	Bidder should sign an SLA with Sri Lanka CERT for the purpose of support and should meet agreed time lines for support incidents.			
28.	The equipment/software quoted by bidder should not be declared as End of Life (EOL) or End of Sale (EOS) by the OEM, for a period of 5 years from the last date of RFP.			
29.	Bidder must be an authorized partner for proposed solution and Manufacture Authorization Letter must be provided.			
30.	The proposed solution should provide a public web portal for external parties to report incidents and check the current status			
31.	The proposed solution should integrate with LLMs to enable AI capabilities, while also providing the flexibility to transition from commercial models to locally deployed LLMs for future expansion.			
32.	The proposed solution should support access via multiple device types including smartphones, tablets, and desktop computers			
33.	The proposed solution should provide incident status tracking using reference numbers			
34.	The proposed solution should support offline form submission, with data automatically synchronized once internet connectivity is restored.			
35.	The proposed solution should comply with the following standards: CIS certification, ISO 27034-1 for application security, ISO 27001:2022 for information security management, GDPR/PDPA for data privacy, SOC 2 Type 2, SOC 3 for service organization controls. Valid supporting documents must be submitted.			
36.	The proposed solution should be aligned with ITIL framework principles and certified with ITIL4 with following practices: Incident Management Knowledge Management Problem Management Change Enablement Measurement and Reporting Service Catalogue Management Service Level Management Service Request Management (Documentary proof of the same should be provided at the time of bidding).			

37.	The proposed solution should encrypt conversation data in transit using TLS 1.3 or higher			
38.	The proposed solution should encrypt all data at rest using AES-256-GCM or similar encryption standards			
39.	The proposed solution should enforce role-based access control and support multi-factor authentication.			
40.	The proposed solution should maintain comprehensive audit trails for all system access and data modifications.			
41.	The proposed solution should provide provision for customer Feedback and Rating to assess their service experience, and should be able to map different feedback profile for different service, can be able to call on user defined status.			
42.	The proposed solution for 10 agents/ analysts should have the ability to grow up-to 50 via the enablement of agent/ analysts license			
43.	The proposed solution should include an Advanced Analytics platform/capabilities with the ability of providing insights into the incident trends and patterns.			
44.	The proposed solution should include an AI chatbot which would actively engage, converse and raise tickets with clients over webchat, WhatsApp and telegram with Natural Language Processing (NLP) to handle conversations in Sinhala, Tamil and English languages.			
45.	The proposed AI Chatbot should support active daily conversations 250-300 conversation of varying length and associated costs should be included			
Helpdesk/Service Desk Management				
46.	The proposed solution should include an inbuilt email client for logging and updating incidents, service requests, and user interactions. It should also provide an email communication interface and maintain a chronological record of all email communications.			
47.	The proposed solution should provide an Email-to-Ticket feature and support automatic merging of emails based on context to prevent duplicate incidents.			
48.	The proposed helpdesk system should allow users to manually log, view, update, and close incidents through a web-based interface.			
49.	The proposed solution should provide REST APIs to integrate with IT Infrastructure Management, Configuration Management, Network Management, and CRM tools, enabling automated conversion of events into tickets.			

50.	The proposed solution should be capable of importing user data from LDAP or other third-party systems			
Incident Management Requirements				
51.	The proposed solution should not create a new incident when any reply or forward of the original email is received; instead, it should automatically merge with the original incident.			
52.	The proposed solution should not create a new incident when replies are received from members in the CC/BCC/TO list; instead, it should automatically merge with the original incident.			
53.	The proposed solution should allow assigned users to monitor real-time conversations that occur via AI chatbots on incident reporting.			
54.	The proposed solution should identify and record the source of incident reporting when creating a new incident.			
55.	The proposed solution should separate incident records from request, problem, and change records, and allow incidents to be converted or related to problems, requests, and changes.			
56.	The proposed solution should support classification of incident records by service category, impacted service, problem category, impact, urgency, and priority.			
57.	The proposed solution should support linking of incident records to configuration items, including multiple configuration items if the incident impacts multiple assets, with impacted asset details visible.			
58.	The proposed solution should support linking of incident records to the caller and display the caller's previous incident history when adding a new incident.			
59.	The proposed solution should support predefined escalation matrices for each business service, which can be applied to incidents; escalation rules should also be definable dynamically for individual incidents as required.			
60.	The proposed solution should support linking incidents to other incidents, including establishing parent-child relationships.			
61.	The proposed solution should support notifications and escalations, including business escalations on tolerance breaches, and be able to trigger and update third-party web applications.			
62.	The proposed solution should include a searchable knowledge base that supports both natural language queries and expression based searches.			
63.	The proposed solution should allow customization to include additional information required for incident logging			
64.	The proposed solution should allow searching of previously logged similar or related incidents.			

65.	The proposed solution should support multiple assignments of incidents to various groups and analysts, both automatically and manually.			
66.	The proposed solution should allow attaching subsequent tasks and notes to the main incident.			
67.	The proposed solution should support creation of tasks within an incident to request assistance from other team members or third party vendors.			
Automation Requirements				
68.	The solution should have the capability to automatically assign SLAs based on ticket/request parameters and keywords.			
69.	The solution should support the automated creation of requests/tickets via AI agents for automation purposes.			
70.	The solution should escalate incidents automatically based on time-based SLAs and severity levels, including sending emergency SMS, emails, or mobile app push notifications to the respective assigned personnel.			
71.	The solution should summarize conversations in key points, enabling assigned users to understand the context and critical issues raised in automated tickets generated via AI chatbots or external connectors.			
72.	The solution should allow incident records to be linked and routed to support partners, third-party vendors, or franchisees.			
73.	The solution should support automated assignment of incidents to agents/ Analysts based on pre-defined rules.			
74.	The solution should support automated assignment of incidents to agents/ Analysts through customizable workflows.			
75.	The solution should support automated assignment of incidents raised via the public portal based on AI decisions and pre-configured parameters.			
76.	The solution should consider service type, shifts, workload, staff leave, and other relevant factors when performing automated incident assignments.			
77.	The solution should include automation capabilities for approval workflows of Knowledge Base (KB) article publishing or modifications.			
AI Processing and AI Agent (Bot) Requirements				
78.	The proposed solution should automatically classify incidents into types such as malware, phishing, data breaches, infrastructure attacks, general inquiries, and general support requests.			

79.	The proposed solution should determine incident priority levels (Critical, High, Medium, Low) based on predefined criteria and an AI-driven scoring system			
80.	The proposed solution should provide automated responses and guidance for common cybersecurity incidents			
81.	The proposed solution should allow a method to update the knowledge base related guidance for common cybersecurity incidents			
82.	The proposed solution should maintain a confidence score for AI-generated classifications and recommendations			
83.	The proposed solution should support multiple Large Language Model (LLM) providers with automatic failover			
84.	The proposed solution should maintain conversation memory and context across multiple exchanges			
85.	The proposed solution should automatically extract key information, including affected systems, threat indicators, and the scope of impact.			
86.	The proposed solution should provide real-time translation between Sinhala, Tamil, and English			
87.	The proposed solution must include bots capable of actively interacting and responding to text communications, integrated with large language models (LLMs)			
88.	The proposed solution should automatically detect and respond in Sinhala, Tamil, and English Languages			
89.	The proposed solution should accept chat text, images, documents, and other evidence files from supported channels to be used as reference material.			
90.	The proposed solution should support drag-and-drop file uploads up to 15MB (pdf, docx, Img, jpg, png and etc)			
91.	The proposed solution should maintain conversation context across multiple interactions within the same incident session, without carrying context across different channels.			
92.	The proposed solution should provide real-time typing indicators and message status updates in web chat			
93.	The proposed solution includes capabilities for bots that can actively interact and respond through voice communication, with LLM integrations to support future expansion requirements.			
Advanced Analytics and Monitoring Requirements				

94.	The proposed solution should provide real-time dashboards showing incident volumes, response times, and resolution rates			
95.	The proposed solution should generate automated reports on cybersecurity trends and threat patterns			
96.	The proposed solution should track External parties or people's satisfaction scores through automated surveys			
97.	The proposed solution should predict incident surges based on historical patterns and current threat posture			
98.	The proposed solution should monitor system performance including response times, availability, and error rates			
99.	The proposed solution should provide geographic heat maps of cybersecurity incidents across Sri Lanka			
SLA Management Requirements				
100.	The proposed solution should support SLA tracking for call requests within the helpdesk, categorized by service types. It should allow attaching multiple SLA metrics and provide the ability to adjust SLAs based on authorized workflows.			
101.	The proposed solution should support SLA calculation for any incident, considering factors such as Asset, Requester/Customer, Third-Party Vendor, Partner, Service, and Service Category.			
102.	The proposed solution should support Multiple Incident Models			
103.	The proposed solution should be able to define different workflow for each department, each Location, for each type of business service.			
104.	The proposed solution should be able to define State, Status, Priority Matrix, Custom Fields, Teams, Escalation Matrix, Dynamic SLA Flow, Services, Requester/ Customers, Role based access control on Fields, Dynamic Notification Templates, Associated Service Asset/CMDB etc.			
105.	The proposed solution should provide option to log the comments or notes (sequentially record diagnostic activities and work done) at each Level of support staff L1 and L2 and should be able to extract it in the report.			
106.	The proposed solution should provide option to match incident records to related problem records and known error records			
107.	The proposed solution should support Incident Functional Escalation			

108.	The proposed solution should support hierarchical incident escalation, with escalation rules based on severity or priority. For example, auto-escalation timelines to higher levels should vary depending on the incident priority.			
109.	The proposed solution should provide an audit trail of all incident record updates, complete history of Incident progress			
110.	The proposed solution should support the creation (by logging all necessary information), modification and closure of Incident records for both IT & Facility Infrastructure (server, switch, router). Incidents should be logged either automatically or directly by the service personnel.			
111.	The proposed solution should be capable of restricting the ability to open, modify and close Incident records to authorized staff only			
112.	The proposed solution should facilitate the automatic escalation of Incidents based on pre-defined time intervals or milestones			
113.	The proposed solution should include options to Tag the Incidents			
114.	The proposed solution should support to defined the different business hour templates for each customer and can be automatically selected for each incident, can be applied for different business services and customers, working teams			
115.	The proposed solution should support to define dynamic teams, Notification templates			
116.	The proposed solution should facilitate update on incident resolution progress. Notification should be sent via email, SMS at each milestone.			
117.	The proposed solution should support the automated routing (alerting) of Incidents to selected support staff or groups based on multiple parameters			
Platform Integration Requirements				
118.	The proposed solution should have the ability to integrate with Microsoft AD for the user onboarding and management.			
119.	The proposed solution should support SSO capabilities via SAML or OIDC for client user onboarding.			
120.	The proposed solution should integrate with email systems for automatic incident creation from citizen reports			
121.	The proposed solution should provide REST APIs for custom integrations with existing government systems for ticket/incident creations			

122.	The proposed solution should export incident data in standard formats (JSON, XML, CSV) for reporting and analysis			
123.	The proposed solution should integrate with email systems for automatic incident creation from citizen reports			
124.	The platform should support the capabilities to allow event-driven API calls for easy third-party integrations.			
125.	The solution should provide the capabilities to allow platform administrators and agents/analysts to publish solutions to the knowledge base via an approval workflow.			
126.	The solution should provide the capabilities to allow platform administrators to organise and categorise KB articles and solutions under relevant topics.			
127.	The proposed solution should include a self-service portal to empower users to make resolutions based on previous incidents or solutions			
128.	The proposed solution should provide contextual information retrieval during incident handling			
129.	The proposed solution should maintain historical incident data for later pattern analysis and trend identification			
Reporting				
130.	The proposed solution should facilitate flexible report generation based on selected filtering parameters such as location, incident type, priority, escalation, SLA breach and enable reports to be viewed, printed or exported to other file formats			
131.	The proposed solution should support custom report creation with drag-and-drop interfaces			
132.	The proposed solution should enable the generation of management reports using historical incident records.			
133.	The proposed solution should schedule and distribute reports automatically to designated recipients			
134.	The proposed solution should ability to generate reports on closed incidents and notification to users of closure.			
135.	The proposed solution should generate executive dashboards for management oversight of cybersecurity posture			
136.	The proposed solution should create automated posture reports outlining the statistics of the insights from the tickets.			

137.	The proposed solution should ability to generate reports on outstanding (unresolved) Incidents for both IT & Facility infrastructure separately.			
Call Manager				
138.	The proposed solution should support a minimum of 50 user extensions and 25 concurrent calls.			
139.	The proposed solution should be capable of supporting unlimited SIP registrations and SIP trunks.			
140.	The proposed solution should be capable of providing a multi-level Interactive Voice Response (IVR) or Auto-Attendant managed via a graphical interface.			
141.	The proposed solution should support voicemail-to-email functionality.			
142.	The proposed solution should support standard telephony features, including call hold, transfer, forwarding, waiting, ring groups, and voicemail.			
143.	The proposed solution should be capable of hosting multi-participant audio conference calls.			
144.	The proposed solution should be capable of using custom audio files for Music on Hold.			
145.	The proposed solution should support at least 1TB of on-board storage for call recordings.			
146.	The proposed solution should be capable of performing automatic, on-demand, and rule-based call recording.			
147.	The proposed solution should be capable of providing a web-based portal to search and manage call recordings.			
148.	The proposed solution should be capable of generating detailed Call Detail Records (CDR) and customizable reports.			
149.	The proposed solution should be capable of being fully administered through a secure, web-based graphical user interface (GUI).			
150.	The proposed solution should support built-in security features to protect against common VoIP threats.			
151.	The proposed solution should be capable of performing automated backups of the system configuration and data.			
IP Phones				

152.	The proposed IP Phone should support the SIP protocol as defined by IETF RFC 3261 and its companion RFCs to ensure broad interoperability with standards-based IP PBX systems.			
153.	The proposed IP Phone should support high-definition (HD) audio for the handset, speakerphone, and headset paths			
154.	The proposed IP Phone should be capable of providing full-duplex conversations with background noise suppression and acoustic echo cancellation			
155.	The proposed IP Phone should be capable of automatic service discovery using DNS-SRV records to simplify deployment			
156.	The proposed IP Phone should support NAT (Network Address Translation) traversal for SIP signaling, including a "keep-alive" mechanism to maintain stable connections through firewalls.			
157.	The proposed IP Phone should be equipped with dual Gigabit Ethernet (10/100/1000) ports and a USB port.			
158.	The proposed IP Phone should feature a colour LCD screen.			
159.	The proposed IP Phone should support security standards including Transport Layer Security (TLS) and 802.1X for network authentication			
160.	The proposed IP Phone should support Power over Ethernet (PoE) in compliance with the IEEE 802.3af standard.			
161.	The proposed IP Phone should support both IPv4 and IPv6 network protocols.			
162.	The proposed IP Phone should be capable of supporting call server redundancy by allowing the configuration of primary and backup IP PBX servers.			
Hardware Requirement				
163.	Bidder should submit the two servers for primary and DR site			
164.	Bidder should meet the minimum requirement for each server			
165.	CPU: 12 Cores			
166.	RAM 64 GB			
167.	Storage: 1.5TB Raid 5 - SSD storage			

168.	Network: 4x1GbE			
169.	Proposed solution should include Virtualization software to accommodate the requirements			
170.	If the proposed solution requires additional compute, memory or storage requirements, the proposed server specification should be increased to meet its requirements.			

Table 4 Technical Specifications

Note: Product Brochure(s) should be attached

3. Other Documents to be submitted by the bidder

No.	Document Name	Submission of Document	
		Yes/ No	If "No" indicate your reason
3.1	Network Architectural diagrams, Software Architectural diagrams, As-built documents , Troubleshooting guides, Operational Checklist, User manual in both soft copies & hard copies shall be provided to purchaser		
3.2	Product Brochure(s) / Data sheets. Data sheets should be publicly available		
3.3	CVs of the proposed professional staff		

4. General Compliance

4.1 General compliance

#	Minimum Service Requirements	Bidder's Offer	
		Yes/ No	If No Indicate your Offer
1.	Bidder is required to supply, deliver, install, configure, commission and System Integration and Tune-ups to meet security standards the Hardware, software and other components mentioned in the Section V – Schedule of Requirements to smooth functioning of the proposed solution.		
2.	Supplier is required to comply with all the Service Level Agreements and licensing Requirements as mentioned in the Section V – Schedule of Requirements.		
	Supplier is required to provide professionals as mentioned in the Section III Evaluation and Qualification Criteria.		
3.	Any additional components necessary to implement the solution, specify and included in the items listed in Section V and shall not be quoted separately.		
4.	All software components should be up-to-date at time of installation. Report shall be submitted to the purchaser.		
5.	All the software and associated software component should maintenance with latest stable software version without any additional cost to purchaser within the contract period		
6.	All administrative passwords shall be submitted to the purchaser with the above report.		
7.	Alerting System should facilitate performance parameters of the total Solution		
8.	Purchaser will NOT be responsible for the issuance of any licenses or authorizations required for this project for the Bidder.		
9.	The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to provide additional information required that may not be listed here		

10.	Bidder shall allocate qualified dedicated personnel or team 24x7 to directly communicate with Purchaser technical team to resolve all technical issues and carry out technical improvements within the contract period. Bidder should provide single point of contact & proper escalation matrix		
11.	Product Upgrades: software upgrades without additional cost to purchaser		
12.	Certification from the manufacturer or main authorized distributor in the Sri Lanka that all proposed items will not reach its END-OF-LIFE (products) and END-OF-SUPPORT (services) in 8 years' time from the date of award of contract.		
13.	Bidder should provide all the required software with licenses in the financial and technical proposal		
14.	Bidder shall do initial configurations to meet Sri Lanka CERT requirements and shall obtain OEM recommendation for the initial configuration.		
15.	Bidder should provide on-site operational support for Sri Lanka CERT to perform configuration management by OEM Certified engineers.		
16.	Bidder shall provide all labor, material, software, devices with same or better specifications required for troubleshooting and fault rectification without additional charge to the Sri Lanka CERT		
17.	Bidder shall purchase required software, licenses, warranty & support, software subscriptions, support contracts from principal suppliers on behalf of Sri Lanka CERT & must be procured under Sri Lanka CERT ownership.		
18.	Bidder shall ensure that software, applications, system software and other software are running in latest versions without additional cost during the contract period		
19.	Bidder must provide Proactive and preventive maintenance schedules and should agree with Sri Lanka CERT at the start of this contract. Such records and completed tasks need to be shared by Weekly/Monthly/Quarterly/Bi-Annually and as and when required.		
20.	Bidder shall agree to SLA stipulated under section 6		

21.	Bidder shall provide on-site support and should carried out required configuration management activities for all the maintenance activities / operational requirement initiated by the Sri Lanka CERT		
22.	Bidder shall do the installation of Solution-related installation, etc.. as requested by the Purchaser when required within the contract period without any additional cost to the purchaser		
23.	The bidder shall bear all additional charges except those specified in the price list		
24.	Bidder shall provide the Training according to the Purchaser's Training requirement		

5. Training Requirements

The Bidder shall provide training for 5 staff members nominated by Sri Lanka CERT for the Proposed Solution. The training should be conducted physically.

#	Minimum Training Requirements	Bidder's Offer	
		Yes/ No	If No Indicate your Offer
1	User Categories for Training		
2	Call Manager Application Training		
3	Helpdesk Application Training		
4	Chat Box Application Training		
5	System Administrator Training		
6	Bidder should provide exercises focused on applying security hardening techniques to the solution.		
7	Comprehensive training manuals and step-by-step guides		
8	Access to presentation slides and recorded sessions, if applicable		
9	Upon successful completion, participants should receive a certificate of training completion		

Bidder shall submit the bellow table based on the above training requirement

Item No	Course Details	Numbers of participants	Number of training days	Training location	Trainer Qualifications
Training		**05**			

6. General Warranty Terms & Service Level Agreement (SLA)

Service Level Agreement

6.1. Incidents Response

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

6.2. Resolution Time

Service Level Agreements	Resolution Time	Service/ equipment/components measurement	measured period	Penalty
Critical Incidents	2 hours "Resolution time" is amount of time between when the Purchaser first report an incident and when that problem is actually solved.	Any of system / services /system sub components / hardware /Software / Firmware / Internal connectivity failure of the provided solution which results in full or partial failure of Ticketing System Solution operations.	24x7x30 (Monthly)	No Penalty if Monthly availability is more than or equal to 99.98 %
				If Monthly availability is less than 99.98 % (Total downtime 8 minutes), 0.2% of Total contract value will be charged for additional one hour of downtime on an incremental basis
				If the number of Critical Incidents over two (2) per month, 0.1% of the total contract value per incident will be charged from 3rd critical incident onwards.
High Incident	6 hrs. "Resolution time" is amount of time between when the Purchaser first report an incident and when that problem is actually solved.	Any of system / services /system sub components / hardware / Software / Firmware / Internal connectivity failure of the provided solution which results in high availability failure or Performance degrades	24x7x30	No Penalty if 100% escalated high incidents resolved within 6 hours.
				0.02 % of the Total Contract value for every one hour of delay after initial six (6) hours on an incremental basis per high incident.
				If the number of high Incidents over two (2) 0.01% of the total contract value per incident will be charged.

7. Inspections and Tests (CC 25.1)

Inspection will be carried out based on the provided specification in Section V.
The bidder will provide test cases for Operations Acceptance Testing (OAT) to be conducted (agreed upon with the purchaser) once the necessary installations and configurations are completed. Final acceptance will be upon successful OAT results.
Accordingly, following inspections and tests shall be performed:

No	Item	Minimum Service Requirements	Yes / No	Describe Offer
7.1	Inspection For Compliance with Specification	All software and hardware items will be examined for correct configurations as defined in the specification.		
7.2	Functionality Test	All Software and hardware will be tested for proper functionality as per the specification given in the Bidding document and for the initial configuration requirements given by Sri Lanka CERT.		

Section VI : Conditions of Contract

1. Definitions

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

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

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

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

(d) "Day" means calendar day.

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

(f) "CC" means the Conditions of Contract.

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

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

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

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

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

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

2. Contract Documents

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

3. Fraud and Corruption

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

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

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

iii. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, 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 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.

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

6. Joint Venture, Consortium or Association

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

7. Eligibility	7.1	All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
8. Notices	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
	10.3	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) The Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply	11.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data.**
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14. Contract Price	14.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15. Terms of Payment	15.1	The Contract Price, shall be paid as specified in the Contract Data.
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties	16.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security	17.1	If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
	17.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	17.3	As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
	17.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copyright	18.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
19. Confidential Information	19.1	The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an

undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

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

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

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

20. Subcontracting

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

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

21. Specifications and Standards

21.1 Technical Specifications and Drawings

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

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

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

22. Packing and Documents

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

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

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

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

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

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.
Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

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

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

26. Liquidated Damages

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as
liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or

unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Contract Data.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

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

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

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

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

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

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

28. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
(b) the sale in any country of the products produced by the Goods.

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

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

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

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

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

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

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

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

30. Change in Laws and Regulations

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

31. Force Majeure

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

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

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

32. Change Orders and Contract Amendments

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

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) The method of shipment or packing;
(c) The place of delivery; and

(d) The Related Services to be provided by the Supplier.

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

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

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

33. Extensions of Time

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

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

34. Termination 34.1 Termination for Default

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

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

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

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

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

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

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

Section VII. Contract Data

Contract Data

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

CC 1.1(h)	The Purchaser is: **Sri Lanka CERT (Pvt.) Ltd.**
CC 1.1 (l)	The Project Site(s)/Final Destination(s) are: Shall be specified by Purchaser in the delivery stage.
CC 5.1	Language is : English
CC 6.1	Joint Ventures and Consortiums are not allowed. Sub-contracting is **not allowed** under this procurement. Bids submitted with sub-contractors will be **considered as non-responsive and will be rejected.**
CC 8.1	For **notices**, the Purchaser's address shall be: Attention: Manager IS Address: Sri Lanka CERT (Pvt.) Ltd, Room: 4-112, BMICH, Colombo 7, Sri Lanka. Telephone: +94 11 269 1692/269 5749/267 9888 Fax number: +94 11 269 1064 Electronic mail address: procurement@cert.gov.lk For **notices**, the Supplier's address shall be: Attention: ________________________ Address: _________________________ Telephone: _________________________________ Fax number: ____________________________ Electronic mail address: _______________________________
CC 10.2	Existing CC 10.2 replaced with following. If, after twenty-eight (28) days, the parties have failed to resolved their dispute or difference amicably shall be settled in the following manner; In the event the parties are unable to resolve the Dispute within 28 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000 (As amended in 2005). In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.
CC 10.3(b)	Not applicable for the disputed amount (if any).
CC 14.1	The prices charged for the goods supplied and related services performed shall not be adjustable.
CC 15.1	**The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:** Payment shall be made in Sri Lanka Rupees within thirty (30) days of Submission 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.

	Payment Milestone 01: Full payment shall be paid on successful completion of all the components Installation, configuration, System Integration and Tune-ups to meet security standards, knowledge transfer and training, OAT, and upon issuing of Final Acceptance Letter by the Purchaser and subject to Inspections, and Documentation specified in the Schedule of Requirements. Final Acceptance Letter shall be issued pursuant to the CC Sub-Clause 25.1. The following document shall also be submitted. (i) Software Architecture Design Document (ii) As Built Document (iii) Test Case Results (iv) OAT Document Signed off by the Purchaser (i) All the licenses shall be perpetual or subscription-based and issued under the name of Sri Lanka CERT (ii) Supplier invoice showing contract number, goods description, quantity, unit price and total amount; (iii) Delivery note (iv) Acceptance certificate certifying that the Software installed as per the RFP terms and conditions issued by the Purchaser or nominated authorized person by the Purchaser.

No.	Activity	Time Schedule	Payment / % of the Contract Price
04	successful completion of all the components Installation, configuration, System Integration and Tune-ups to meet security standards, knowledge transfer and training, OAT, and upon issuing of Final Acceptance Letter by the Purchaser and subject to Inspections, and Documentation specified in the Schedule of Requirements. Final Acceptance Letter shall be issued pursuant to the CC Sub-Clause 25.1. The following document shall also be submitted. (i) Software Architecture Design Document (ii) As Built Document (iii) Test Case Results (iv) OAT Document Signed off by the Purchaser	Within 8 weeks after awarding the contract	100% pursuant to the CC 15.1 (a)

The following documents shall be submitted by the contractor.

	(i) Reports on dedicated preventive maintenance (As per the CC 27.5 C) (ii) SLA performance reports signed off by the purchaser.
CC 17.1	The Performance Security acceptable to the Purchaser shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price (excluding VAT). Performance security shall be submitted within 14 working days of the date of notification of award from the employer. It shall be valid up to 28 days following the date of Completion of the Supplier's performance obligations under the contract, including any warranty obligations. Software licenses and support obligation shall be Three (3) years.
CC 17.3	Format of the Performance Security is given in the Section VIII Contract Forms
CC 20.1	Sub-contracting is not allowed under this procurement. Bids submitted with sub-contractors will be considered as non-responsive and will be rejected.
CC 25.1	(i) Testing shall be done at the location specified by the purchaser as per the Section V Schedule of Requirement, Inspections and Tests. (ii) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications. All items supplied shall be inspected and tested and shall be 100% matched with the specification submitted by the bidder. (iii) Following broad test procedure will generally be followed for inspection and testing of components. The supplier will dispatch the goods to the ultimate purchaser after internal inspection testing along with the supplier's inspection report and manufacturer's Authorization certificate. The purchaser will test the Solution after completion of the installation and commissioning at the site of the installation. (iv) Complete software as specified in **Section V** should be supplied, installed and fine-tuned properly by the supplier prior to commencement of Acceptance tests. (v) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option with the Contractor. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any component or bugs in the software should occur. All the software should be completed and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. (vi) In the event of the Solution failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the issues and complete the acceptance test, failing which the purchaser reserves the right to get the features and upgrades done by the supplier at no extra cost to the purchaser.
CC 26.1	The liquidated damage shall be Zero point Five percent (0.5%) of the contract price per month (30 calendar days). The maximum amount of liquidated damages shall be Ten percent (10 %) of the total contract price.

<table>
<tr><td>CC 27.3</td><td>The Support for the following items shall be as follows;

<table>
<tr><th>Items</th><th>Comprehensive Warranty Period</th></tr>
<tr><td>Procurement of ticketing system for NCSOC</td><td>3 years</td></tr>
</table>

Comprehensive support and licensing shall commence from the Issue Date of the Final Acceptance Letter by the Purchaser.
Supplier must bear all charges with regard to the supply of labor, travel, per diem and accommodation to supplier’s staff etc.; during the period of support. Purchaser shall NOT pay any additional expenditure for service rendered during the Comprehensive support period.
Supplier must adhere to the Service Level Agreements (SLA) listed in Section V Schedule of Requirements.</td></tr>
<tr><td>CC 27.5</td><td>(A) The Supplier MUST make qualified personnel available to the Purchaser by telephone, email or web access for the reporting and resolution of the problems with Software and Hardware during the support period.
(B) Annually Three (3) dedicated preventive maintenance services (by every four months) shall be provided by the bidder during the period of the support, maintenance and submit completion report to the Purchaser.</td></tr>
</table>

Section VIII. Contract Forms

Table of Forms

Contract Agreement

THIS CONTRACT AGREEMENT is made
the *[insert:* ***number***] day of *[insert:* ***month***], *[insert:* ***year***].

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

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

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

   (f) The Purchaser's Notification of Award

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

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

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

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

Performance Security

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

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

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

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

Date: ----------------------------

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

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

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

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

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

____

[signature(s)]

Guarantee for Advance Payment

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

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

[issuing agency's letterhead]

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

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

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

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

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

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

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

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

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

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