



Ministry of Finance, Planning and Economy Development  
DEVELOPMENT LOTTERIES BOARD

**License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing,  
Commissioning of a New Enterprise Firewall Solution**  
**Bid No : - DLB/PRO/2025/01**

Chairman, Department Procurement Committee, on behalf of the Development Lotteries Board invites sealed bids from Interested eligible bidders for **License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing, Commissioning of a New Enterprise Firewall Solution** for the DLB.

02. Bidding will be conducted according to the National Competitive Bidding (NCB) Procedure.
03. A complete set of Bidding documents in English language could be inspected and purchased upon submission of the written request by the supplier in the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R De Silva Mw, Union Place, Colombo2, from **27.01.2025** to **11.02.2025** (during working days) between 09.00 am to 03.00 p.m, upon payment of the non - refundable document fees **Rs. 10,000.00** (With Tax) The method of payment will be in cash.
04. Pre bid meeting will be held at **2.30 p.m on 03.02.2025** at Development Lotteries Board, 356. Dr. Colvin R. De Silva Mawatha, Colombo 02.
05. The bids should be accompanied by a Bid Security as stated in the bidding document.
06. Bidders should furnish all the detailed information as required in the Bidding Documents.
07. As per the Bid Conditions, Bids shall be delivered in duplicate with marked as top left hand corner of the envelopes "**License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing, Commissioning of a New Enterprise Firewall Solution (Bid No:- DLB/PRO/2025/01)**" to reach the Chairman, Department Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 02. Sri Lanka, not later than **02.30 p.m on 13.02.2025** and no bids will be accepted thereafter.
08. All the bidders should have the contract registration certificate obtained according to the "Public Contract Act No.3 of 1987" for the particular bid. If not submitted treated as rejection of bid.
09. Bids should be forwarded by registered post or deposited in the Box provided at Procurement Division of the Development Lotteries Board, at the above address. Bids will be **closed at 02.30 p.m on 13.02.2025** and bids will be opened soon after closing time in the presence of bidder's representatives.
10. The bidding documents could be referred from the dlb website: [www.dlb.lk](http://www.dlb.lk)

Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 02.

Tel: 011 4824824

[www.dlb.lk](http://www.dlb.lk)

2025.01.27





Ministry of Finance, Planning and Economy Development

## Development Lotteries Board

### Invitation to bids for

LICENSE RENEWAL OF EXISTING ENTERPRISE FIREWALL SOLUTION  
OR  
SUPPLYING, INSTALLING, COMMISSIONING OF  
A NEW ENTERPRISE FIREWALL SOLUTION

**BID NO: DLB / PRO / 2025 / 01**

**Bidders Name** : - .....  
**Receipt No** : - .....  
**Issued by** : - .....

**Development Lotteries Board**  
**356, Dr. Colvin R. De Silva Mawatha,**  
**Colombo 02.**



## Section I. Instructions to Bidders (ITB)

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

### General

1. Scope of Bid
  - 1.1 The Purchaser indicated in the in Section IV, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
  - 1.2 Throughout these Bidding Documents:
    - (16) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and  
I “day” means calendar day.
2. Source of Funds
  - 2.1. Payments under this contract will be financed by the source specified in the BDS.
3. Ethics, Fraud and Corruption
  - 3.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

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

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
  - 16.2. The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
    - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

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

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

#### 4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract. Eligibility criteria mentioned in the section 1V.

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

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPC, <https://nprocom.gov.lk>

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

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

### Contents of Bidding Documents

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

#### Volume 1

- Section I. Instructions to Bidders (ITB)
- Section V. Conditions of Contract (CC)
- Section VII. Contract Forms

#### Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Bidding Forms
- Section IV. Schedule of Requirements
- Section VI. Contract Data

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

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

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|-----------------------------------|--|
| 8. Amendment of Bidding Documents | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.   |
|                                   | 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.   |
|                                   | 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2 |

### Preparation of Bids

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|---------------------|---|
| 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) Original Bid Security
  - I 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
  - I any other document required in the BDS.
- (f) A resolution passed by the board of directors for assigning an authority to this contract – company secretary certified copy should be attached.
- (g) Certified copy of the memorandum of articles & memorandum of association, form 20 obtained from company Register.
- (h) Certified copy of business registration.
- (i) Corporate profile of the company together with Audited Accounts for the last 03 years. The set of Accounts should be certified by the Chartered Accountant.
- (j) Customer list for last 03 years including customer name / address contract details / Job description / contract value / project completion report.  
(Documentary proof to be provided)
- (k) Work plan and completion schedule should be provided.
- (L) Any other document requested as per the section II & IV

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 be considered as per the ITB 13.
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 Bidder Bid
- 15.1 Unless otherwise stated in Bidding Data Sheet, the shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
16. Documents Establishing the Eligibility of the Bidder
- 16.1. To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
17. Documents Establishing the Conformity of the Goods and Related Services
- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
20. Bid Security
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS. If not submitted treated as rejected
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) A bank guarantee from Central Bank of Sri Lanka accepted banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPC website, <https://nprocom.gov.lk>
  - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;

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

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

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

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

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

21. Format and  
Signing of Bid

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

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

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

## Submission and Opening of Bids

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

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

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

22.2 The inner and outer envelopes shall:

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

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

### 23. Deadline for Submission of Bids

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

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

### 24. Late Bids

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

### 25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41. 1..

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

## 26. Bid Opening

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

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

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

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

### Evaluation and Comparison of Bids

27. Confidentiality
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
28. Clarification of Bids
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29. Responsiveness of Bids
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30. 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 Bids

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

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

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation

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

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

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

33. Conversion to Currency

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



34. Domestic Preference 34.1 Not applicable
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 a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
36. Comparison of Bids 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35
37. Postanalytical-tin 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

- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### Award of Contract

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

42. Signing of Contract
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

| ITB Clause Reference | <b>A. General</b>  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
|----------------------|--|--------------|--|--------------|-----|--|---|-----|---|---|----------|--|--------------|-----|------------------|---|-----|--------------------|---|
| ITB 1.1              | The Purchaser is: <b>Development Lotteries Board</b>   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 1.1              | The name and identification number of the Contract are:<br>License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing, Commissioning of a New Enterprise Firewall Solution (detailed scope of the requirement mentioned in the section IV)  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
|                      | The number, identification and names of the lots comprising this procurement are: <b>DLB / PRO/2025/01</b>   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 2.1              | The source of funding is: Budget allocated – DLB   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 4.4              | Foreign bidders are not allowed to participate in bidding.   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
|                      | <b>B. Contents of Bidding Documents</b>  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 7.1              | For Clarification of bid purposes only, the Purchaser's address is:<br><br>Attention: P.D.U. Malintha<br><br>Address: Development Lotteries Board<br>No 356,<br>Dr.Colvin R.De. Silva MW,<br>Union Place,Colombo 02<br>Telephone: 011 2333546<br><br>Facsimile number: 076 9475871<br><br>Electronic mail address: <a href="mailto:agmproc@dlb.lk">agmproc@dlb.lk</a>  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 13.1             | Alternative bids shall considered.   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 13.2             | The bidder is invited to submit bids under two distinct options: <b>Option A</b> and <b>Option B</b> . The bidder may select to quote for either <b>Option A</b> only, <b>Option B</b> only, or for both options.  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 13.3             | The bidder must clearly indicate which option(s) they are bidding for in the submission. If quoting for both options, the bidder must submit separate pricing and technical documents for each option.   |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
|                      | <b>C. Preparation of Bids</b>  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| ITB 14.3             | The bidders may quote the following minimum quantities:  |              |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
|                      | <p><b>Option A : License Renewal of Existing Enterprise Firewall Solution</b></p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description of Goods or related services</th> <th>Qty and unit</th> </tr> </thead> <tbody> <tr> <td>A.1</td> <td>Sophos XG330 Firewall<br/>[Renewal or hardware buyback/ upgrades]</td> <td>2</td> </tr> <tr> <td>A.2</td> <td>Checkpoint 5400 Firewall<br/>[Renewal or hardware buyback/ upgrades]</td> <td>2</td> </tr> </tbody> </table> <p><b>Option B : SUPPLYING, INSTALLING, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION</b></p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description of Goods or related services</th> <th>Qty and unit</th> </tr> </thead> <tbody> <tr> <td>B.1</td> <td>Backend Firewall</td> <td>2</td> </tr> <tr> <td>B.2</td> <td>Perimeter Firewall</td> <td>2</td> </tr> </tbody> </table> | Item No.     | Description of Goods or related services | Qty and unit | A.1 | Sophos XG330 Firewall<br>[Renewal or hardware buyback/ upgrades] | 2 | A.2 | Checkpoint 5400 Firewall<br>[Renewal or hardware buyback/ upgrades] | 2 | Item No. | Description of Goods or related services | Qty and unit | B.1 | Backend Firewall | 2 | B.2 | Perimeter Firewall | 2 |
| Item No.             | Description of Goods or related services   | Qty and unit |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| A.1                  | Sophos XG330 Firewall<br>[Renewal or hardware buyback/ upgrades]   | 2            |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| A.2                  | Checkpoint 5400 Firewall<br>[Renewal or hardware buyback/ upgrades]  | 2            |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| Item No.             | Description of Goods or related services   | Qty and unit |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| B.1                  | Backend Firewall   | 2            |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |
| B.2                  | Perimeter Firewall   | 2            |  |              |     |  |   |     |   |   |          |  |              |     |                  |   |     |                    |   |

## Section II. Bidding Data Sheet (BDS)

|   |  |
|---|--|
| ITB 15.1                                    | The bidder shall be quoted in Sri Lankan Rupees and USD as per the price schedule.   |
| ITB 17.3                                    | The proposed model must be designed to function for a minimum of 5 years and should be capable of supporting yearly license renewals.  |
| ITB 18.1 (b)                                | After sales service is: "required"   |
| ITB 19.1                                    | The bid should be valid until 91 days from the date of opening (up to 15.05.2025).   |
| ITB 20.1                                    | Bid shall include a Bid Security (issued by the Central Bank of Sri Lanka accepted commercial Bank ) included in Section IV Bidding Forms.   |
| ITB 20.2                                    | The amount of the Bid Security shall be: Rs. 350,000.00<br>The validity period of the bid security shall be until [12.06.2025]   |
| <b>D. Submission and Opening of Bids</b>    |  |
| ITB 22.2 (c)                                | The inner and outer envelopes shall bear the following identification marks: <b>License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing, Commissioning of a New Enterprise Firewall Solution</b>   |
| ITB 23.1                                    | For bid submission purposes, the Purchaser's address is:<br>Attention: Chairman<br>Address: Development Lotteries Board,<br>No 356, Dr. Colvin R. De Silva MW,<br>Union Place, Colombo 02.   |
|   | The deadline for the submission of bids is:<br>Date: 13.02.2025<br>Time: 2.30 p.m.   |
| ITB 26.1                                    | The bid opening shall take place at:<br>Address: Development Lotteries Board,<br>No 356,<br>Dr. Colvin R. De Silva Mw,<br>Union Place, Colombo 02<br>Date: 13.02.2025<br>Time: 2:30 p.m.   |
| <b>E. Evaluation and Comparison of Bids</b> |  |
| ITB 34.1                                    | Domestic preference "shall not" be a bid evaluation factor.  |
| ITB 35.1.1                                  | Cost of existing firewall renewal for first 03 <sup>rd</sup> year and 4 <sup>th</sup> and 5 <sup>th</sup> years renewal cost will be considered for financial evaluation on option A + B (4 <sup>th</sup> & 5 <sup>th</sup> years license renewal cost calculated in Rs as per the CBSL currency rate in the bid opening date) |
| ITB 35.1.2                                  | The bids will be evaluated based on the best value offered for each option individually. DLB reserves the right to select an option based on the evaluation criteria.  |
| ITB 35.1.3                                  | DLB reserves the right to accept or reject any of the options offered, whether submitted separately or jointly, based on the overall benefit and best interests of the organization.   |
| ITB 35.1.4                                  | The bid will be awarded considering total value of the BOQ treated as a single offer.  |

## Table of Forms

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Draft

## 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: Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
No.356, Dr.Colvin R. De Silva Mw,  
Union Place, Colombo 02.

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: License Renewal of Existing Enterprise Firewall Solution or Supplying, Installing, Commissioning of a New Enterprise Firewall Solution, (DLB/PRO/25/01 )

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

-----  
-----  
-----

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

-----  
-----  
-----

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

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

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

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

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

**Dated on** ..... **day of** .....  
[insert date of signing]



## Price Schedule

In this section, the license renewal/ upgrade for the existing Firewall solution is depicted under OPTION A of the solution whereas the purchasing/ replacing with models are stated under OPTION B

### Option A :

#### A.1 Price Schedule for renewing the existing Sophos Firewall

| Line Item No. | Description of Goods or related services                 | Qty | Unit | Financial Details |                   |                                    |
|---------------|--|-----|------|-------------------|-------------------|------------------------------------|
|               |  |     |      | Brand / Model     | Country of Origin | 03 Year License renewal cost (Rs.) |
| A.1.1         | Sophos XG330   | 2   | Nos  |                   |                   | }                                  |
| A.1.2         | XRP200 External Redundant Power Supply                   | 1   | Nos  |                   |                   |                                    |
| A.1.3         | SFP Transceivers   | 4   | Nos  |                   |                   |                                    |
| A.1.4         | SFP+ Transceivers  | 12  | Nos  |                   |                   |                                    |
| A.1.5         | Flexi Card   | 2   | Nos  |                   |                   |                                    |
| A.1.6         | Rail Kit   | 2   | Nos  |                   |                   |                                    |
| A.1.7         | XG 330 Xstream Protection (C330ACGM24MKX6C)              | 1   | Nos  |                   |                   |                                    |
| A.1.8         | XG 330 Email Protection (C330ACGM24MKX6C)                | 1   | Nos  |                   |                   |                                    |
| A.1.9         | XG 330 Webserver Protection (C330ACGM24MKX6C) *XG Series | 1   | Nos  |                   |                   |                                    |
| A.1.10        | SLA for 3 Years  | 1   | Nos  |                   |                   |                                    |
| Sub Total     |  |     |      |                   |                   |                                    |

VAT Registration No :- ..... SSCL Registration No :- .....

Authorized Signature :- .....  
(with seal)

Date :- .....

Name of the Bidder :- .....

**A.2 Price Schedule for renewing the existing Checkpoint Firewall**

|                  |                     |   |            |             | <b>Financial Details</b> |                          |  |
|------------------|---------------------|---|------------|-------------|--------------------------|--------------------------|--|
|                  | <b>Part Code</b>    | <b>Description of Goods or related services</b>   | <b>Qty</b> | <b>Unit</b> | <b>Brand / Model</b>     | <b>Country of Origin</b> | <b>Total Price (Rs.) Excluding VAT</b> |
| A.2.1            | Checkpoint 5400     | Appliance   | 2          | Nos         |                          |                          | }<br><br><br><br><br><br><br><br>..... |
| A.2.2            | CPAP-SG5400-NGTX-HA | 5400 Next Generation Threat Prevention and SandBlast (NGTX) Appliance                               | 1          | Nos         |                          |                          |  |
| A.2.3            | CPAP-SG5400-NGTX    | 5400 Next Generation Threat Prevention and SandBlast (NGTX) Appliance                               | 1          | Nos         |                          |                          |  |
| A.2.4            | CPAC-4-1F-B         | 4 Port 1000Base-F SFP interface card compatible with 5000, 15000 and 23000 Security Gateways only   | 2          | Nos         |                          |                          |  |
| A.2.5            | CPAC-TR-1SX-B       | SFP transceiver for 1G fiber ports - short range  | 6          | Nos         |                          |                          |  |
| A.2.6            | CPAC-RAILS-EXT-5000 | Extended Slide Rails for 5000 series, Smart-1 405, Smart-1 410 and SandBlas, TE100X (26inch-36inch) | 2          | Nos         |                          |                          |  |
| A.2.7            | CPSM-NGSM5          | Next Generation Security Management Software for 5 gateways (SmartEvent for 3 year)                 | 1          | Nos         |                          |                          |  |
| A.2.8            |                     | SLA for 3 Years   | 1          | Nos         |                          |                          |  |
| <b>Sub Total</b> |                     |   |            |             |                          |                          |  |

VAT Registration No :- ..... SSCL Registration No :- .....

Authorized Signature :- .....  
(with seal)

Date :- .....

Name of the Bidder :- .....

Section III: Bidding Forms

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| Description  | Price (Rs) |
|--|------------|
| A.1 Price Schedule for renewing the existing Sophos              |            |
| A.2 Price Schedule for renewing the existing Checkpoint Firewall |            |
| Sub Total (A.1 + A.2)  |            |
| SSCL   |            |
| VAT  |            |
| GRAND TOTAL  |            |

**C.A Cost for renewals perimeter and backend license and SLA for option A :**

| Item No. | Description of Goods or related services  | Currency | Unit Price | Tax | Total Price (Rs.) (With tax) |
|----------|---|----------|------------|-----|------------------------------|
| C.A.1    | Cost for the fourth year with license renewal with a comprehensive warranty (Hardware, Software)    | USD      |            |     |                              |
| C.A.2    | SLA for 4 <sup>th</sup> Year  | LKR      |            |     |                              |
| C.A.3    | Cost for 5 <sup>th</sup> Year with license renewal with comprehensive warranty (Hardware, Software) | USD      |            |     |                              |
| C.A.4    | SLA for 5 <sup>th</sup> Year  | LKR      |            |     |                              |
|          | Grand Total   |          |            |     |                              |

VAT Registration No: .....

SSCL Registration No: .....

Authorized Signature: .....  
(With Seal)

Date: .....

Name of the Bidder: .....

Section III: Bidding Forms

**Option B : Price schedule for supplying, installing, and commissioning of enterprise firewall solution**

| Line Item No. | Description of Goods or related services                            | Qty | Unit | Financial Details |                   |                          |                                   |
|---------------|---|-----|------|-------------------|-------------------|--------------------------|-----------------------------------|
|               |   |     |      | Brand / Model     | Country of Origin | Unit price Excluding VAT | Total Price (Rs.) (Excluding VAT) |
| B.1           | Supplying of <b>Backend Firewall System with 03 years license</b>   | 2   | Nos  |                   |                   |                          |                                   |
| B.2           | Supplying of <b>Perimeter Firewall System with 03 years license</b> | 2   | Nos  |                   |                   |                          |                                   |
| B.3           | Installation & Commissioning Charges of above items 01 & 02         | LS  |      |                   |                   |                          |                                   |
| B.4           | Service Level Agreement for 3 Years with 24 x 7 service             | LS  |      |                   |                   |                          |                                   |
| Sub Total     |   |     |      |                   |                   |                          |                                   |
| Add VAT       |   |     |      |                   |                   |                          |                                   |
| Grand Total   |   |     |      |                   |                   |                          |                                   |

**C.B Cost for renewals perimeter and backend license and SLA for Option B**

| Item No.    | Description of Goods or related services   | Currency | Unit Price | Tax | Total Price (With TAX) (Rs.) |
|-------------|--|----------|------------|-----|------------------------------|
| C.B.1       | <b>Cost for 4<sup>th</sup> (fourth) year</b> with license renewal with comprehensive warranty (Hardware, Software) | USD      |            |     |                              |
| C.B.2       | SLA for 4 <sup>th</sup> Year   | LKR      |            |     |                              |
| C.B.3       | <b>Cost for 5<sup>th</sup> (fifth) Year</b> with license renewal with comprehensive warranty (Hardware, Software)  | USD      |            |     |                              |
| C.B.4       | SLA for 5 <sup>th</sup> Year   | LKR      |            |     |                              |
| Grand Total |  |          |            |     |                              |

VAT Registration No: .....

SSCL Registration No: .....

Authorized Signature: .....  
(With Seal)

Date: .....

Name of the Bidder: .....

## 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: Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
No.356,Dr.Colvin R. De Silva Mw,  
Union Place , Colombo 02.

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

Section III: Bidding Forms

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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) ]

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## 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: Chairman,  
Department Procurement committee,  
Departmental Procurement Committee,  
Development Lotteries Board,  
No.356, Dr. Colvin R. De Silva MW,  
Union Place, Colombo 02.

### 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]

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## 1. List of Goods and Delivery Schedule

In this section, the license renewal/ upgrade for the existing Firewall solution is depicted under OPTION A of the solution whereas the purchasing/ replacing with newer models are stated under OPTION B

### Option A: 1. Delivery schedule for upgrading the existing Sophos and Checkpoint Firewall Cluster

| Item No | Description of Goods                                    | Qty. | Unit | Final Destination | Transportation and any other services | Completion of the Project                     |                                  |
|---------|---|------|------|-------------------|---------------------------------------|---|----------------------------------|
|         |   |      |      |                   |                                       | Latest completion date of the project (weeks) | Bidder's completion date (weeks) |
| B.1     | [Proposed Sophos firewall]                              | 2    | Nos. | DLB               | by vendor                             | 12 weeks from the letter of award             |                                  |
| B.2     | [Proposed checkpoint Firewall]                          | 2    | Nos. | DLB               | by vendor                             |   |                                  |
| B.3     | Installation & Commission Charges above item 01 & 02    |      |      | DLB               | by vendor                             |   |                                  |
| B.4     | Service Level Agreement for 3 Years with 24 x 7 service |      |      | DLB               | by vendor                             |   |                                  |

Authorized Signature with seal : .....

Date: .....

Name of the Bidder: .....

Authorized Signature with seal:

Date:

Name of the Bidder:

**Option B: List of Goods and Delivery Schedule**

| Item No | Description of Goods                                    | Qty. | Unit | Final Destination | Transportation and any other services | Completion of the Project                     |                                  |
|---------|---|------|------|-------------------|---------------------------------------|---|----------------------------------|
|         |   |      |      |                   |                                       | Latest completion date of the project (weeks) | Bidder's completion date (weeks) |
| B.1     | Backend Firewall  | 2    | Nos. | DLB               | by vendor                             | 12 weeks from the letter of award             |                                  |
| B.2     | Perimeter Firewall                                      | 2    | Nos. | DLB               | by vendor                             |   |                                  |
| B.3     | Installation & Commission Charges above item 01 & 02    |      |      | DLB               | by vendor                             |   |                                  |
| B.4     | Service Level Agreement for 3 Years with 24 x 7 service |      |      | DLB               | by vendor                             |   |                                  |

Authorized Signature with seal:.....

Date: .....

Name of the Bidder: .....

## 2. SCOPE OF IMPLEMENTATION

In this section, the Licenses renewal/ upgrade for the existing Firewall solution is depicted under OPTION A of the solution whereas the purchasing/ replacing with newer models are stated under OPTION B including 3 years period DLB has sole right to license renew for 4<sup>th</sup> or 5<sup>th</sup> years with the existing supplier or recalling bids for license renewal accordingly.

### OPTION A:

The respective bidder must renew the required licenses for both the Checkpoint and Sophos firewalls for a period of three (03) years. All licenses should be updated in the user portal of the Development Lotteries Board. If the bidder proposes the manufacturer's (principal's) recommended replacement model (OEM), it must replicate all the functionalities of the existing firewall cluster (Sophos and Checkpoint). Furthermore, the relevant configurations must be performed by a certified engineer while following industry best practices to ensure the infrastructure is fully protected. All work must align with the manufacturer's guidelines and warranty conditions. The bidder must carry out all hardware installations and removals from the DLB racks

If the bidder proposes a buyback or upgrade of devices in exchange for returning the old devices, both the existing Checkpoint and Sophos appliances will be returned one (1) month after the project completion date. The bidder is expected to follow best practices for configuration and installation, ensuring that all hardware is properly installed and removed and that necessary accessories are provided.

### OPTION B:

The bidder is proposed to provide new appliances for the firewall solution at the gateway level of the network to maximize threat detection capacity and enforce AAA (Authentication, Authorization, and Accounting) for internal resources, while introducing clustering for each firewall to avoid a single point of failure in the network.

This new firewall system has been divided in to two security layers such as **Perimeter** and **Backend**. The perimeter firewall system is deploying as a threat gateway for the internal network, which is scanning inbound traffic coming from untrusted (internet) zone for **IPS/IDS**, **Sandboxing** and **Anti-Virus** systems, and outbound traffic scanning for malware communications. The encrypted traffics such as VPNs will be terminated on this system and that traffic will also be scanned for the threats. For the best protection of the internal network, the front facing servers of the E-Lottery system will be placed at DMZ network of this Firewall system. Four internet connections will be connected to the perimeter Firewall system which will be load balanced by it.

The backend firewall system is deploying to control the access to internet and internal network resources, while it is routing the inter VLAN traffic. By integrating the Firewall with Active Directory, the LAN users will be authenticated before accessing the internet and network resources. Once the users are being authenticated, the Firewall system will enforce their respective internet access policies, which will create based on their office functions. While it is being filtered, the Firewall system will also keep records of each user's network internet access usage of several months, and also keep records of any threat incidents happened on the network. By considering the maximum protection and TCO (Total cost of ownership) of security, the critical systems such as Mail server, Database server, FTP server, Web servers, etc will be placed on a separate VLAN of the core switch, and analyze their inbound and outbound traffic by the backend firewall system for attacks and threats, that are specially designed for Mail and Web servers.

This proposed network design will simplify but hardening the existing network structure, and considered all possible best practices applying in network architecture designing while minimizing the TC

### **Special Notes for OPTION A & OPTION B**

If the bidder proposes an upgrade model or new device from different vender for exciting firewall cluster, they will carry out the migration of the existing Checkpoint and Sophos firewall devices. The following points should be addressed

- Review and assess the current configuration and network architecture.
  - Develop a migration plan, including risk management strategies, to ensure minimal disruption during the process.
  - Install and configure the new firewall device according to manufacturer specifications, replicating the existing functionalities of both the Sophos and Checkpoint devices.
  - Ensure that the new firewall device is configured according to the best practices recommended by the firewall manufacturer.
- **License Renewal:** The bidder must renew or provide the required licenses for perimeter and backend firewalls for a period of three (03) years. This includes the necessary software, security updates, and support packages as per the manufacturer's licensing terms.
  - **OEM Replacement and Functionality Replication (Applicable only for option A)** If the bidder proposes an OEM (Original Equipment Manufacturer) replacement model, the new firewall device must replicate all functionalities of the existing Checkpoint and Sophos firewall clusters. The functionality replication should ensure that the network security architecture remains consistent with the current deployment and no degradation in protection or performance occurs.
  - **New Appliance Replacement and Functionality Replication (Applicable only for option B)** New firewall device must replicate all functionalities of the existing Checkpoint and Sophos firewall clusters. The functionality replication should ensure that the network security architecture remains consistent with the current deployment and no degradation in protection or performance occurs.
  - **Configuration by Certified Engineers:** All configurations must be performed by certified engineers with the appropriate expertise and qualifications. The bidder must ensure that the configuration is done following the industry's best practices. Furthermore, all work must be aligned with the manufacturer's guidelines to ensure the device operates optimally and in compliance with the warranty conditions.
  - **Hardware Installation and Removal:** The bidder is responsible for carrying out all hardware installations, removals, and necessary handling tasks. This includes:
    - Installing the new firewall hardware in the Data Center (DLB) racks.
    - Removing the existing firewall devices from the racks and returning them as per the agreed timeline (if applicable).
    - Ensuring proper cabling, power connections, and network configurations during installation.
    - The bidder must also supply any required accessories, including but not limited to cage nuts, patch cords, and power cords, for implementing the project.
  - **Buyback or Upgrade of Devices:** If the bidder proposes a buyback or upgrade option for the existing devices, they must ensure the following:

- Both the existing Checkpoint and Sophos appliances will be returned after **one (1) month from the project completion date.**
- The bidder should manage the collection and return process, ensuring that all devices are securely removed and returned in a timely manner.
- The bidder will be responsible for any associated costs or logistics related to the buyback or upgrade.
- **Access Points Controller:** The proposed solution must be set up to act as a wireless controller for the existing seven (7) Sophos access points. If not, the bidder must replace the access points with those of the same category and warranty
- **Site Inspection:** The bidder is required to conduct a thorough site inspection prior to submitting their bid for the firewall implementation project. The purpose of the inspection is to assess the existing network infrastructure, identify any potential challenges, and ensure that the proposed firewall solution is compatible with the site requirements.

### **Deliverables**

The bidder will provide the following deliverables:

- **Migration Plan and Timeline:** A detailed migration plan, including all stages, timelines, and milestones.
- **Firewall Configuration Documentation:** Full documentation of the firewall configuration, settings, and changes applied during the migration.
- **License Renewal Confirmation:** Proof of license renewal for both perimeter and Backend firewalls for the next three (03)
- **Configuration and Security Audit Report:** A detailed audit of the firewall configuration, confirming that best practices were followed and that the firewall is secure according to the relevant principles and guidelines set by the perimeter and Backend products.
- **Hardware Installation Documentation:** Confirmation of all hardware installations, including the removal of old devices, and installation of the new firewall hardware.
- **Buyback/Upgrade Documentation:** Proof of buyback or upgrade process for the old firewall devices, including the return of the existing devices after one month.

### **Support & Maintenance**

- The bidder must provide post-implementation support for a specified period to address any issues that arise after the firewall installation and migration.
- The bidder will provide training or knowledge transfer to the internal IT/security team regarding the configuration and management of the new firewall device.

### **Performance and Security Guarantees**

- The bidder guarantees that the new firewall will replicate all the functionalities of the existing firewall devices (Checkpoint and Sophos).
- **The bidder must ensure that the firewall configuration is secure and effectively protects the network, adhering to industry best practices and manufacturer guidelines.**

Penalty for Non-Compliance:

The following penalties will be applied to the supplier for failing to provide the services mentioned in Clause 4.2 on page 57 and Clause 20 on page 63.

| Ref No           | Type   | Breach of Service Penalty Rs. |
|------------------|--|-------------------------------|
| Page 58<br>4.2.1 | If not provide the technical respond within the same business hour that the complaint is logged in either via telephone or email.  | 25,000.00                     |
| Page 58<br>4.2.3 | If technical team will not attend to support via a remote connection. logged by the DLB  | 25,000.00                     |
| Page 58<br>4.2.4 | If not attend Upon Request by the DLB, Suppliers Technical person will visit DLB premises within the same day.   | 50,000.00                     |
| Page 59<br>4.2.8 | If not replace the defective item <b>on the same day with on-lone equipment</b> in the event that a <b>hardware failure</b> occurs (e.g., firewall appliance or related components).<br><br>Rs 10,000 will be applied for each additional single day of delay. | 100,000.00                    |
| Page 65<br>20    | If the warranty replacement exceeds 30 days, a penalty of Rs 10,000 will be applied for each additional single day of delay  | 100,000.00                    |

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### 3. TECHNICAL SPECIFICATION

#### Option A:

##### 3.1 Sophos Firewall [*Renewal or hardware buyback/ upgrades should be provided.*]

|   | Product Description   | Warranty / Support | Qty | Bider Response |    |
|---|---|--------------------|-----|----------------|----|
|   |   |                    |     | YES            | NO |
| 1 | Sophos XG330  | 3Y                 | 2   |                |    |
| 2 | XRP200 External Redundant Power Supply                      | 3Y                 | 1   |                |    |
| 3 | SFP Transceivers  | 3Y                 | 4   |                |    |
| 4 | SFP+ Transceivers   | 3Y                 | 12  |                |    |
| 5 | Flexi Card  | 3Y                 | 2   |                |    |
| 6 | Rail Kit  | 3Y                 | 2   |                |    |
| 7 | XG 330 Xstream Protection (C330ACGM24MKX6C)                 | 3 Y                | 1   |                |    |
| 8 | XG 330 Email Protection (C330ACGM24MKX6C)                   | 3 Y                | 1   |                |    |
| 9 | XG 330 Webserver Protection (C330ACGM24MKX6C)<br>*XG Series | 3 Y                | 1   |                |    |

##### 3.1.1 Sophos Firewall [*Renewal or hardware buyback/ upgrades should be provided.*]

Bidder must clearly mention all hardware and software licenses along with the principle recommended replacement device. The proposed device required to be confirmed through a letter obtain from the principle. Redundant power supply must be provided for replacement device.

3.1.2 Proposed Model: .....[Required to fill by Bidder]

3.1.3 Exciting device required to return to bidder: .....(Yes/No Required to fill by bidder)

Technical specifications/licenses for the proposed replacement device need to be specified in the following table

|   | Product Description | Warranty / Support | Qty |
|---|---------------------|--------------------|-----|
| 1 |                     |                    |     |
| 2 |                     |                    |     |
| 3 |                     |                    |     |
| 4 |                     |                    |     |
| 5 |                     |                    |     |
| 6 |                     |                    |     |
| 7 |                     |                    |     |
| 8 |                     |                    |     |
| 9 |                     |                    |     |

Note: Rows of the table can be extended according to the specification

**3.2 Checkpoint Firewall [Renewal or hardware buyback/ upgrades should be provided.]**

|   | Product Description | Description   | Warranty / Support | Qty | Bider Response |    |
|---|---------------------|---|--------------------|-----|----------------|----|
|   |                     |   |                    |     | YES            | NO |
| 1 | Checkpoint 5400     | Appliance   | 3Y                 | 2   |                |    |
| 2 | CPAP-SG5400-NGTX-HA | 5400 Next Generation Threat Prevention and SandBlast (NGTX) Appliance                               | 3Y                 | 1   |                |    |
| 3 | CPAP-SG5400-NGTX    | 5400 Next Generation Threat Prevention and SandBlast (NGTX) Appliance                               | 3Y                 | 4   |                |    |
| 4 | CPAC-4-1F-B         | 4 Port 1000Base-F SFP interface card compatible with 5000, 15000 and 23000 Security Gateways only   | 3Y                 | 12  |                |    |
| 5 | CPAC-TR-1SX-B       | SFP transceiver for 1G fiber ports - short range  | 3Y                 | 2   |                |    |
| 6 | CPAC-RAILS-EXT-5000 | Extended Slide Rails for 5000 series, Smart-1 405, Smart-1 410 and SandBlas, TE100X (26inch-36inch) | 3Y                 | 2   |                |    |
| 7 | CPSM-NGSM5          | Next Generation Security Management Software for 5 gateways (SmartEvent for 3 year)                 | 3 Y                | 1   |                |    |

**3.2.1 Checkpoint Firewall [Renewal or hardware buyback/ upgrades should be provided.]**

Bidder enquired be clearly mentions all hardware and software license along with the principle recommended replacement device.

3.2.2 . The proposed device is required to be confirmed through a letter obtain from the principle.

3.2.3 Proposed Model: .....[Required to fill by Bidder]

3.2.4 Exciting device required to return to bidder: .....(Yes/No Required to fill by bidder)

The technical specifications/licenses for the proposed replacement device need to be specified in the following table.

|   | Product Description | Description | Warranty / Support | Qty |
|---|---------------------|-------------|--------------------|-----|
| 1 |                     |             |                    |     |
| 2 |                     |             |                    |     |
| 3 |                     |             |                    |     |
| 4 |                     |             |                    |     |
| 5 |                     |             |                    |     |
| 6 |                     |             |                    |     |
| 7 |                     |             |                    |     |

Note: Rows of the table can be extended according to the specification



**Requirement Specification for Next Generation Firewall - Backend**

| S.No   | 1.0 Brand/Model Details  | Compliance Yes/No | Comments |
|--|--|-------------------|----------|
| 1.1  | Brand: Please specify  |                   |          |
| 1.2  | Model: Please specify  |                   |          |
| 1.3  | Country of Origin: Please specify  |                   |          |
| 1.4  | The proposed solution must be a Rackmount 1-U  |                   |          |
| 1.5  | The proposed model should not have announced its end-of-sales or end-of-life at the time of bidding. |                   |          |
| <b>REQUIRED FEATURES &amp; FUNCTIONALITIES</b> |  |                   |          |
| <b>2.0 Performance</b>                         |  |                   |          |
| 2.1  | Appliance must support at least NGFW throughput: 12 Gbps   |                   |          |
| 2.2  | Firewall must have at least IPS throughput: 13.5 Gbps  |                   |          |
| 2.3  | Firewall should support minimum concurrent connections: 13,500,000                                   |                   |          |
| 2.4  | Firewall should have a minimum SSL Inspection throughput: 3 Gbps                                     |                   |          |
| 2.5  | Firewall should have a minimum Threat Protection throughput: 9.5 Gbps                                |                   |          |
| 2.6  | Firewall should have a minimum Firewall throughput: 57 Gbps  |                   |          |
| 2.7  | Firewall should have a maximum Latency (64 byte UDP): 5 $\mu$ s                                      |                   |          |
| 2.8  | Minimum Firewall IMIX should support: 26 Gbps  |                   |          |
| 2.9  | Appliance must support at least new connections/sec: 257,500   |                   |          |
| 2.10   | Minimum IPsec VPN throughput: 30 Gbps  |                   |          |
| 2.11   | Firewall should have a minimum IPsec VPN concurrent tunnel: 6,250                                    |                   |          |
| 2.12   | Firewall should support minimum SSL VPN concurrent tunnels: 4,850                                    |                   |          |
| 2.13   | Minimum SSL/TLS Concurrent connections: 102,200  |                   |          |
| <b>3.0 Physical interfaces</b>                 |  |                   |          |
| 3.1  | Minimum 8 x GbE copper Ethernet Interfaces with minimum 1 x Bypass ports pairs                       |                   |          |
| 3.2  | Minimum 6 x SFP+ 10 GbE ports and 2 x SFP  |                   |          |
| 3.3  | Management ports: 1 x COM, 1 x RJ45 and 1 x Micro-USB (cable included)                               |                   |          |
| 3.4  | I/O ports: 2 x USB 3.0, 1 x USB 2.0  |                   |          |
| 3.5  | Minimum Flexi Port slots: 1  |                   |          |
| 3.6  | Redundant power supply   |                   |          |
| <b>4.0 Storage</b>                             |  |                   |          |
| 4.1  | Minimum 240 GB SSD   |                   |          |
| <b>5.0 General Management</b>                  |  |                   |          |
| 5.1  | Solution should have Centralized management via Cloud-based Unified Console                          |                   |          |
| 5.2  | Solution should support API for 3rd party integration  |                   |          |
| 5.3  | Solution should support Interface renaming as required   |                   |          |
| 5.4  | Solution should support disable / enable network interfaces without losing configuration             |                   |          |

Section IV. Schedule of Requirements

|  |  |  |  |
|--|--|--|--|
| 5.5  | Solution should have Remote access option for OEM vendor Support   |  |  |
| 5.6  | Solution should have instant insights at a glance with traffic light style indicators  |  |  |
| 5.7  | Cloud-based Centralized management should support Backup firmware management which stores the last five configuration backup files for each firewall with one that can be pinned for permanent storage and easy access |  |  |
| 5.8  | Cloud-based Centralized management should support Firmware updates which offer one-click firmware updates to be applied to any device and update scheduling  |  |  |
| <b>6.0 Firewall, Networking and Traffic Shaping &amp; Quotas</b> |  |  |  |
| 6.1  | Solution should have TLS inspection with high performance, support for TLS 1.3 with no downgrading, port agnostic, enterprise-grade policies, unique dashboard visibility, and compatibility troubleshooting           |  |  |
| 6.2  | IPS should protect for 7000+ Signatures database.  |  |  |
| 6.3  | Solution should have DPI Engine that provides stream scanning protection for IPS, AV, Web, App Control, and TLS Inspection in a single high-performance engine   |  |  |
| 6.4  | Solution should have IPS deep packet inspection engine with an option to select  |  |  |
| 6.5  | Accelerates SaaS, SD-WAN, and cloud traffic such as VoIP, video, and other trusted applications  |  |  |
| 6.6  | Solution should have User, group, time, or network-based policies, access time policies per user/group and network or user-based traffic shaping (QoS)   |  |  |
| 6.7  | Solution Should have user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical  |  |  |
| 6.7  | Solution should have full configuration of DNS, Dynamic DNS, DHCP and NTP  |  |  |
| 6.8  | Solution should have network flood protection such as DoS, DDoS and port scan blocking   |  |  |
| 6.9  | Solution should have Ipv6 support with tunneling support including 6in4, 6to4, 4in6, and Ipv6 rapid deployment through IPsec   |  |  |
| <b>7.0 Authentication and User Portal</b>                        |  |  |  |
| 7.1  | Solution should support Authentication via: Active Directory, eDirectory, RADIUS, LDAP and TACACS+   |  |  |
| 7.2  | Should support Single sign-on: Active directory, eDirectory, RADIUS Accounting   |  |  |
| 7.3  | Should support Radius Timeout with Two-Factor Authentication (2FA)   |  |  |
| 7.4  | Should support Client authentication agents for Windows, Mac OS X, Linux 32/64   |  |  |
| 7.5  | Should support Browser SSO authentication: Transparent, proxy authentication (NTLM) and Kerberos   |  |  |
| 7.6  | Should support Browser Captive Portal  |  |  |
| 7.7  | Should support Authentication certificates for iOS and Android   |  |  |
| 7.8  | Should support Authentication services for IPsec, SSL, L2TP, PPTP  |  |  |

Section IV. Schedule of Requirements

|                                |  |  |  |
|--------------------------------|--|--|--|
| 7.9                            | Should support Google Chromebook authentication support for environments with Active Directory and Google G Suite  |  |  |
| 7.10                           | Should support API-based authentication and Azure AD integration   |  |  |
| 7.11                           | Should support for creating users with UPN format for RADIUS authentication  |  |  |
| 7.12                           | Should support to download SSL remote access client (Windows) and configuration files (other OS) or anyother authentication client and able to view personal internet usage  |  |  |
| 7.13                           | Should have encrypted HTML5 self-service portal with support for RDP, HTTP, HTTPS, SSH, Telnet, and VNC for clientless VPN   |  |  |
| <b>8.0 Protection Features</b> |  |  |  |
| 8.1                            | The proposed solution should have High-performance, next-gen IPS deep packet inspection engine with selective IPS patterns that can be applied on a firewall rule basis for maximum performance and protection   |  |  |
| 8.2                            | Should support IPS Policy Smart Filters enable dynamic policies that automatically update as new patterns are added and Granular category selection and Custom IPS signatures  |  |  |
| 8.3                            | Should support Advanced Threat Protection (detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall) and Intelligent firewall policies (block any compromised device accessing network resources) |  |  |
| 8.4                            | Solution should have Fully transparent proxy for anti-malware and web-filtering  |  |  |
| 8.5                            | Firewall should support minimum of at least 90+ predefined web categories.   |  |  |
| 8.6                            | Should support Malware scanning: block all forms of viruses, web malware, trojans, spyware on HTTP/S, FTP, POP3, IMAP, SMTP, POP3S, IMAPS, SMTPS, web-based email, JavaScript emulation and pharming protection  |  |  |
| 8.7                            | Should support Live Protection real-time in-the-cloud lookups for the latest threat intelligence and different malware detection engine for dual-scanning  |  |  |
| 8.8                            | Should have SSL protocol tunnelling detection and enforcement and Certificate validation   |  |  |
| 8.9                            | Should support Safe Search enforcement (DNS-based) for major search engines per policy (user/group)  |  |  |
| 8.10                           | Should have Web keyword monitoring and enforcement to log, report or block web content matching keyword lists with the option to upload customs lists  |  |  |
| 8.11                           | Solution should have Control Center widget displays amount of data uploaded and downloaded to cloud applications categorized as new, sanctioned, unsanctioned or tolerated   |  |  |
| 8.12                           | Should have ability to Discover Shadow IT at a glance and Drill down to obtain details on users, traffic, and data   |  |  |
| 8.13                           | Solution should support zero-day threat protection and sandboxing  |  |  |
| 8.14                           | Solution should include web application firewall (WAF) protection  |  |  |

Section IV. Schedule of Requirements

|   |   |  |  |
|---|---|--|--|
| 8.15  | Should support One-click access to traffic shaping policies and Filter cloud application usage by category or volume  |  |  |
| 8.16  | Application signature database of minimum 3500+ Applications for Application Control  |  |  |
| 8.17  | Should have Application control based on category, characteristics (e.g., bandwidth and productivity consuming), technology (e.g. P2P), and risk level  |  |  |
| 8.18  | Solution should support integration with Cloud base DNS protection  |  |  |
| 8.19  | Should have ability to integrating 3rd party threat intelligence  |  |  |
| <b>9.0 Management and Analytics</b>                 |   |  |  |
| 9.1   | Should have pre-defined reports with flexible customization options, Create custom reports with powerful visualization tools and On-demand reporting in cloud portal  |  |  |
| 9.2   | Cloud portal Should have a report dashboard that provides an at-a-glance view of events over the past 24 hours and an intuitive user interface that provides graphical representation of data   |  |  |
| 9.3   | Cloud portal should support easy identifying of network activities, trends, and potential attacks and New Cloud Application (CASB) report   |  |  |
| 9.4   | Should support Syslog data storage in Cloud portal, Syslog search and view and Easy backup of logs with facility for quick retrieval for audit needs  |  |  |
| 9.5   | Should support on-box reports with custom report options: Dashboards (Traffic, Security, and a score of users pose threats), Applications (App Risk, Blocked Apps, Search Engines, Web Servers, Web Keyword Match, FTP), Network and Threats (IPS, ATP, Wireless), VPN, Compliance reports such as HIPAA, GLBA, SOX, FISMA, PCI, NERC CIP v3, CIPA. |  |  |
| 9.6   | Should support Current Activity Monitoring: system health, live users, IPsec connections, remote users, live connections, wireless clients, quarantine, and DoS attacks   |  |  |
| 9.7   | Should support Report anonymization and Built-in storage for log data storage for historical reporting  |  |  |
| 9.8   | Should support Report scheduling to multiple recipients by report group with flexible frequency options   |  |  |
| 9.9   | Should support to Export reports as HTML, PDF, Excel (XLS) and Report bookmarks and Syslog and Log retention customization by category  |  |  |
| 9.10  | Should Support 1000+ drilled down reports on the appliance  |  |  |
| 9.11  | Should have Detailed customizable cloud application usage report for full historical reporting  |  |  |
| 9.12  | Should provide Full-featured Live Log Viewer with column view and detailed view with powerful filter and search options, hyperlinked rule ID, and data view customization   |  |  |
| <b>10.0 Warranty and Support, High Availability</b> |   |  |  |
| 10.1  | 3 years comprehensive Hardware warranty & RMA with Advanced replacement hardware  |  |  |
| 10.2  | 3 years 24x7 Support via Telephone & Email  |  |  |

Section IV. Schedule of Requirements

|   |  |  |  |
|---|--|--|--|
| 10.3  | FREE Security Updates, Patches & Software Features Updates, Upgrades   |  |  |
| 10.4  | High availability option (Active-active and Active-Passive)  |  |  |
| <b>11.0 Subscriptions</b>                           |  |  |  |
| 11.1  | Should include licensing for Networking, Remote Access VPN, Site-to-Site VPN, CASB & reporting   |  |  |
| 11.2  | Should include licensing for DPI SSL/ TLS enforcement and Advanced Threat Protection (AV, IPS) & (WAF) protection  |  |  |
| 11.3  | Should include licensing for Web Security and Control, Application filtering and Control   |  |  |
| 11.4  | Centralized Management (Cloud hosted or On premise) : Group firewall management, backup management, firmware update scheduling   |  |  |
| 11.5  | Centralized Firewall Reporting (Cloud hosted data view from Anywhere): Prepackaged and custom report tools with minimum 7 days   |  |  |
| <b>12.0 SD WAN</b>                                  |  |  |  |
| 12.1  | Should have inbuilt SD WAN technology with application path selection and routing, which is used to ensure quality and minimize latency for mission-critical applications                                  |  |  |
| 12.2  | The Solution should support performance-based SLAs to automatically select the best WAN link based on jitter, latency, or packet-loss  |  |  |
| 12.3  | Should support multiple WAN link options including VDSL, DSL, cable, LTE/cellular, and MPLS  |  |  |
| 12.4  | Should provide real-time insights into latency, jitter and packet loss for all WAN links   |  |  |
| 12.5  | Should maintain application sessions when link performance falls below thresholds and should make a transition to a better performing WAN link   |  |  |
| 12.6  | Should have a central SDWAN Orchestration platform to create Multiple site-to-site VPN tunnels between network locations using an optimal architecture like hub-and-spoke, full mesh, or some combination. |  |  |
| 12.7  | Cloud Orchestration should have wizards for easy and quick creating of VPN Tunnels   |  |  |
| <b>13.0 Product Certifications and OEM Criteria</b> |  |  |  |
| 13.1  | Proposed solution should have Common Criteria EAL4+  |  |  |
| 13.2  | Proposed solution should have submitted with Manufacturer Authorization (MAF) from OEM only. Distributor Authorizations are not accepted. (Must Attach)  |  |  |
| 13.3  | OEM should have certified for the Information Security Management System (ISMS) that conforms to the requirements of ISO/IEC 27001:2022. (Must Attach)   |  |  |
| 13.4  | Should have ISO 9001:2015 or above certificate (Must Attach)   |  |  |
| 13.5  | Should have CB, CE, UKCA, UL, FCC, ISED, VCCI, RCM, NOM, Anatel, CCC, BSMI, TEC, SDPPI   |  |  |
| <b>14.0 Wireless Controller</b>                     |  |  |  |
| 14.1  | Proposed solution should have a central monitor to manage all APs and wireless clients through the built-in wireless controller  |  |  |

#### Section IV. Schedule of Requirements

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|      |   |  |  |
|------|---|--|--|
| 14.2 | Simple plug-and-play deployment of wireless access points (Aps) – automatically appear on the firewall control center |  |  |
| 14.3 | Bridge Aps to LAN, VLAN, or a separate zone with client isolation options   |  |  |
| 14.4 | Hotspot support for (custom) vouchers, Password of the day, or T&C acceptance   |  |  |

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**Requirement Specification for Next Generation Firewall - Perimeter**

| S.No                        | Features  | Compliance Yes/No | Remarks |
|-----------------------------|---|-------------------|---------|
| <b>UTM</b>                  |   |                   |         |
| <b>General Requirements</b> |   |                   |         |
|                             | Brand: Please specify   |                   |         |
|                             | Model: Please specify   |                   |         |
|                             | <b>Country of Origin: Please specify</b>  |                   |         |
| 1                           | The Proposed Solution should support “Stateful” policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.   |                   |         |
| 2                           | The proposed shouldn't use a proprietary ASIC/FPGA hardware for FW and VPN performance only. Either all security controls must be catered by Specialized HW or OEM must mention the performance numbers disabling the specialized hardware.   |                   |         |
| 3                           | The proposed OEM should be ICSA Labs certified for ICSA 4.2 or above, FIPS 140-2 certified and NSS Recommended (NGFW - latest report)   |                   |         |
| 4                           | Proposed OEM should be recognized in Miercom Malware prevention testing for Zero + 1 day old malware. Bidder should mentioned the prevention rate with refences   |                   |         |
| 5                           | Proposed OEM should be recognized in Miercom Phishing and Malicious URL prevention testing for Zero + 1 day old phishing and malicious URL. Bidder should mentioned the prevention rate with refences   |                   |         |
| 6                           | The proposed OEM must be a Leader in the Gartner Magic Quadrant for Enterprise Network Firewalls and have been in the Leader section for the past 5 years, with required evidence   |                   |         |
| 7                           | Proposed OEM should be a leader in the Forrester Wave™ report for Enterprise Firewall Solutions, Q4 2024. Should provide evidence   |                   |         |
| 8                           | Proposed Solution should have SSL VPN application from the same OEM along with all other required security features   |                   |         |
| 9                           | The Proposed Solution ( FW , IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot & Sandboxing ) should support for Active – Active / Active-Standby connections ( without Virtual context ), supporting up to minimum 2 appliances. It should not depend upon any 3rd party product or appliance for the same. It should be provided in HA from day one |                   |         |
| 10                          | The Proposed Solution should support the multicast protocols as a multicast host, by participating in DVMRP, IGMP and PIM-DM / PIM-SM   |                   |         |
| 11                          | The Proposed Solution should have a provision to handle the bandwidth management  |                   |         |
| 12                          | It should support the VOIP traffic filtering  |                   |         |
| 13                          | Solution should have Identity Awareness Capabilities  |                   |         |
| 14                          | Solution must failover without dropping any connection after a failover   |                   |         |

Section IV. Schedule of Requirements

|  |  |  |  |
|--|--|--|--|
| 15   | The platform should support VLAN tagging (IEEE 802.1q)   |  |  |
| 16   | The Proposed Solution should support ISP link load balancing   |  |  |
| 17   | The Proposed Solution should support Link Aggregation functionality to group multiple ports as single port.  |  |  |
| 18   | The Proposed Solution must support at least 2048 Vlans in normal or virtual mode.  |  |  |
| 19   | Solution must have search option in GUI to search configuration options like NTP, arp, and Proxy etc. and should directly take administrator to configuration window of search result by just clicking at search results.  |  |  |
| 20   | Appliance must support automatic search, downloading and install software hotfixes without any administrator efforts and must notify Administrator through mails on the status and progress of each step. System should automatically roll back upon failure.  |  |  |
| 21   | Solution must support at least two clustering protocols.   |  |  |
| 22   | Solution must support VRRP clustering protocol.  |  |  |
| 23   | Solution must support multiple administrators to work on policies on session based, All the policies and objects on which Administrator 1 is working should be locked for all other administrator, however other administrator can work on other policy rules and objects in their respective sessions. Changes done by Administrator-1 should not be visible to other administrators till the time Administrator-1 publishes changes. |  |  |
| 24   | Solution must allow administrator to choose to login in read-only or read write mode   |  |  |
| 25   | Solution must allow to open support tickets directly from NGFW GUI.  |  |  |
| 26   | Solution must support multiple role based administration, Routing Administrator must have read write access to all routing protocols, interface configuration, DNS configurations,   |  |  |
| 27   | The proposed model should not have announced its end-of-sales or end-of-life at the time of bidding.   |  |  |
| <b>Hardware and Interface Requirements</b> |  |  |  |
| 1  | The appliance must be supplied with at least 12 x 100/1000Mbps RJ45 interface  |  |  |
| 2  | The appliance must have dedicated MGMT and Sync interface  |  |  |
| 3  | The appliance must be supplied with at least 2 x 1 Gbps SFP+ multimode interfaces (Required Transceivers should be provided by the Vender)   |  |  |
| 4  | The appliance must be supplied with at least 1 x 10 Gbps SFP+ multimode interfaces (Required Transceivers should be provided by the Vender)  |  |  |
| 5  | The appliance must be supplied with at least 1 x 10 Gbps Direct attach cable   |  |  |



Section IV. Schedule of Requirements

|  |   |  |  |
|--|---|--|--|
| 6  | The Proposed Solution appliance should have a Console port and 2x3.0 Type USB Ports   |  |  |
| 7  | The Proposed Solution should have inbuilt storage of minimum 480GB SSD  |  |  |
| 8  | The Proposed Solution should have minimum 64GB memory   |  |  |
| <b>Performance and hardware Requirements</b> |   |  |  |
| 1  | Firewall Should have minimum 4.75 Gbps of threat prevention throughput  |  |  |
| 2  | Firewall Should have minimum 18 Gbps of NGFW throughput   |  |  |
| 3  | The IPS throughput must be minimum of 25 Gbps   |  |  |
|  | The Firewall throughput must be minimum of 52 Gbps  |  |  |
| 4  | The Proposed Solution must support at least 16 million concurrent connections   |  |  |
| 5  | The Proposed Solution must support minimum of 175,000 new connections per second processing.  |  |  |
| <b>Architecture Features</b>                 |   |  |  |
| 1  | It should support the IPSec VPN for both Site-Site & Remote Access VPN  |  |  |
| 2  | Virtual Context must support virtualization of all the feature set which are offered by the vendor  |  |  |
| 3  | The Gateway system should support virtual tunnel interfaces to provision Route-Based IPSec VPN  |  |  |
| 4  | It should support the system authentication with RADIUS and local authentication. Both should work simultaneously.  |  |  |
| 5  | NGFW Appliance should have a feature of holding multiple OS images to support resilience & easy rollbacks during the version upgrades                         |  |  |
| <b>Standards Support Requirements</b>        |   |  |  |
| 1  | The Proposed Solution must support unlimited policy option. If vendor puts restriction then it should be at least 150,000                                     |  |  |
| 2  | The Proposed Solution should be able to handle more than 10,000 routes  |  |  |
| 3  | The Address/host object limit must be above 50,000  |  |  |
| 4  | The Proposed Solution Modules should support the deployment in Routed as well as Transparent Mode   |  |  |
| 5  | The Proposed Solution must provide state engine support for all common protocols of the TCP/IP stack  |  |  |
| 6  | The Proposed Solution must provide NAT functionality, including dynamic and static NAT translations   |  |  |
| 7  | All internet based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, Ms-Exchange etc |  |  |
| 8  | Local access to the proposed Solution modules should support authentication protocols – RADIUS & TACACS+  |  |  |

Section IV. Schedule of Requirements

|                                    |  |  |  |
|------------------------------------|--|--|--|
| 9                                  | IPsec VPN should support the Authentication Header Protocols – MD5 & SHA   |  |  |
| 10                                 | IPsec ISAKMP methods should support Diffie-Hellman Group 1 & 2, MD5 & SHA Hash, RSA & Manual Key Exchange Authentication, 3DES/AES-256 Encryption of the Key Exchange Material and algorithms like RSA-1024 / 1536   |  |  |
| 11                                 | IPsec encryption should be supported with 3DES, AES-128 & AES-256 standards  |  |  |
| 12                                 | IPsec should have the functionality of PFS and NAT-T   |  |  |
| 13                                 | The Proposed Solution should support authentication proxy for Remote VPN, HTTP/HTTPS Applications Access, and various other applications   |  |  |
| 14                                 | The Proposed Solution should support the authentication protocols RADIUS, LDAP, TACACS, and PKI methods  |  |  |
| 15                                 | The Proposed Solution should support PKI Authentication with PKCS#7 & PKCS#10 standards  |  |  |
| 16                                 | It should support BGP, OSPF, RIPv1 &2, IS-IS, Multicast Tunnels, DVMRP protocols   |  |  |
| 17                                 | Dynamic policy enforcement on VPN Clients  |  |  |
| <b>NGFW Filtering Requirements</b> |  |  |  |
| 1                                  | It should support the filtering of TCP/IP based applications with standard TCP/UDP ports or deployed with custom ports   |  |  |
| 2                                  | The NGFW must provide state engine support for all common protocols of the TCP/IP stack  |  |  |
| 3                                  | The NGFW should be constantly updated with new defenses against emerging threats.  |  |  |
| 4                                  | NGFW updates should have an option of Automatic downloads and scheduled updates so that it can be scheduled for specific days and time   |  |  |
| 5                                  | NGFW should support over 8000+ applications  |  |  |
| 6                                  | The IPS should scan all parts of the session in both directions  |  |  |
| 7                                  | It should be able to block Instant Messaging like Yahoo, MSN, ICQ, Skype (SSL and HTTP tunneled)   |  |  |
| 8                                  | It should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP)  |  |  |
| 9                                  | The NGFW should support authentication protocols like LDAP, RADIUS and have support for NGFW passwords, smart cards, & token-based products like SecurID, LDAP-stored passwords, RADIUS or TACACS+ authentication servers, and X.509 digital certificates. |  |  |
| 10                                 | IPS should have the functionality of Geo Protection to Block the traffic country wise in incoming direction, outgoing direction or both. IPS also should alert through Mail if any IPS traffic/event detected from Specific Country.                       |  |  |
| 11                                 | The NGFW should support advanced NAT capabilities, supporting all applications and services-including H.323 and SIP based applications   |  |  |
| 12                                 | Should support CLI & GUI based access to the NGFW modules  |  |  |

Section IV. Schedule of Requirements

|                                     |  |  |  |
|-------------------------------------|--|--|--|
| 13                                  | Local access to NGFW modules should support role based access  |  |  |
| 14                                  | Qos Support [Guaranteed bandwidth, Maximum bandwidth, Priority bandwidth utilization, QOS weighted priorities, QOS guarantees, QOS limits and QOS VPN]   |  |  |
| 15                                  | NGFW Should support Identity Access for Granular user, group and machine based visibility and policy enforcement   |  |  |
| 16                                  | IPS should be able to detect and prevent embedded threats with in SSL traffic.   |  |  |
| 17                                  | The solution should allow for third party signature import such as Snort   |  |  |
| 18                                  | NGFW should have Identity based logging option   |  |  |
| <b>Web Security Solution</b>        |  |  |  |
| 1                                   | The solution should provide in line proxy, on box malware inspection, content filtering, SSL inspection, protocol filtering functionalities  |  |  |
| 2                                   | The solution should protect users from downloading virus / malwares embedded files by stopping viruses / malwares at the gateway itself. Should at least provide Real-Time security scanning.  |  |  |
| 3                                   | Should stop incoming malicious files with updated signatures & prevent access to malware infected websites & unblocks the sites when the threats have been removed.  |  |  |
| 4                                   | Application control database must contain more than 7500 known applications.   |  |  |
| 5                                   | Solution must have a URL categorization that exceeds 200 million URLs filtering database. Should have pre-defined URL categories. The solution should have the capabilities to block, permit, allow & log, protocols other than HTTP, HTTPS, FTP. Also list the protocols that supports. |  |  |
| 6                                   | The solution should have more than millions + malware signature.   |  |  |
| 7                                   | The solution should also have the scalability to scan & secure SSL encrypted traffic passing through gateway. Should perform inspection to detect & block malicious content downloaded through SSL.  |  |  |
| 8                                   | Solution must be able to create a filtering rule with multiple categories.   |  |  |
| 9                                   | Solution must be able to create a filtering for single sites being support by multiple categories.   |  |  |
| 10                                  | The solution must have an easy to use, searchable interface for applications & URLs.   |  |  |
| 11                                  | The solution should be able to explicitly limit bandwidth for bi direction traffic i.e. upload & download.   |  |  |
| <b>Antivirus / Antibot Features</b> |  |  |  |
| 1                                   | Solution should be able to detect & Prevent the Bot communication with C&C   |  |  |

Section IV. Schedule of Requirements

|                          |   |  |  |
|--------------------------|---|--|--|
| 2                        | Solution should have an Multi-tier engine to i.e. detect & Prevent Command and Control IP/URL and DNS   |  |  |
| 3                        | Solution should be able to detect & Prevent Unique communication patterns used by BOTs i.e. Information about Botnet family   |  |  |
| 4                        | Solution should be able to detect & Prevent attack types i.e., such as spam sending click fraud or self-distribution, that are associated with Bots   |  |  |
| 5                        | Solution should be able to block traffic between infected Host and Remote Operator and not to legitimate destination  |  |  |
| 6                        | Solution should be able to provide with Forensic tools which give details like Infected Users/Device, Malware type, Malware action etc.   |  |  |
| 7                        | Solution should give information related to Performance impact and confidence level of protections while creating profiles  |  |  |
| 8                        | Antivirus protection protocols for HTTP,HTTPS etc.  |  |  |
| 9                        | Solution should have an option of packet capture for further analysis of the incident   |  |  |
| 10                       | Solution Should Uncover threats hidden in SSL links and communications  |  |  |
| 11                       | The AV should Scan files that are passing on CIFS protocol  |  |  |
| 12                       | The vendor malware update mechanism should include reputation, network signatures and suspicious email activity detection   |  |  |
| 13                       | IPS shall be able to provide complete user visibility in the logs.  |  |  |
| <b>Event Management</b>  |   |  |  |
| 1                        | Event management solution must be in appliance footprint and must support windows events, syslog, SNMP and logs from proposed NGFW & IPS & threat protection  |  |  |
| 2                        | Event management server must collect raw data from proposed NGFW, IPS & APT via secure connection & other 3rd party devices through Syslog and SNMP. Correlation engine must centrally aggregate, normalize, correlate, and analyze this raw data. Data reduction and correlation functions must be performed at various layers, so only significant events are reported up the hierarchy for further analysis. |  |  |
| 3                        | Event management system must support collecting logs from 3rd party network device through syslog or SNMP. Event management must support Syslog parsing and SNMP parsing.   |  |  |
| 4                        | Event management must support reading windows events from user-machines/Servers.  |  |  |
| <b>Policy Management</b> |   |  |  |
| 1                        | The Proposed Solution i.e. FW, IPS, Application control, URL Filtering, Anti-Virus & Anti-Bot should be managed by single management and single console. And support management high availability.  |  |  |

Section IV. Schedule of Requirements

|  |   |  |  |
|--|---|--|--|
| 2  | The Proposed Solution Management must provide functionality to automatically save current state of Gateway Policy each time when any configuration changes in Security policy is enforced, and should have option to revert back to previous state stored state. It must be capable of storing at least   |  |  |
| 3  | Management Server and Logging module must be single appliance. It must allow administrator to choose to login in read-only or read write mode. Option must be available at Authentication window itself.  |  |  |
| 4  | Solution must support web API for integration with home grown web application and it must support Json strings for web API requests, it should allow json scripts directly from the proposed Solution dashboard console.  |  |  |
| 5  | Management Server must support backup with all configuration, certificates etc. It should be possible to restore management server configuration on normal open server to manage network security in case of failure. Or, Upon Management Server Failure bidder must deliver management server appliance within two hours after reporting the incident through email. |  |  |
| 6  | Vendor must have an option to Check compliance with every policy change for all Network Security controls and must recommend Security Best Practices  |  |  |
| 7  | Granular option to restrict various Administrator in Management server to view only limited set of Policy which they are meant to edit  |  |  |
| 8  | Solution must support configuring hosts, networks, services, access rules, VPN rule, NATing, Time through 3rd party home grown web application and vendor must provide must provide web api for configuration of IPS, Anti-Virus, Anti-Bot, Sandbox profile and policy from 3rd party web application.  |  |  |
| <b>Management and logging Capabilities</b> |   |  |  |
| 1  | The Management should be a separate hardware/VM and should be able to manage policy and all the functions mentioned in above specifications from one single console   |  |  |
| 2  | Management must provide functionality to automatically save current state of Firewall & IPS Policy each time when any configuration changes in Security policy is enforced, and should have option to revert back to previous state stored state.   |  |  |
| 3  | Management Server must allow administrator to choose to login in readonly or readwrite mode. Option must be available for multiple admin logins in management.  |  |  |
| 4  | Solution must allow scheduling of reports daily, weekly and monthly with start and expiration date for reports to be generated automatically according to defined start and expiration dates  |  |  |
| 5  | Solution must send reports automatically via email to multiple email-ids in both HTML & PDF format  |  |  |

Section IV. Schedule of Requirements

|                             |   |  |  |
|-----------------------------|---|--|--|
| 6                           | Solution must support multiple administrators to work on policies on session based, All the policies and objects on which Administrator 1 is working should be locked for all other administrator, however other administrator can work on other policy rules and objects in their respective sessions. Changes done by Administrator-1 should not be visible to other administrators till the time Administrator-1 publish changes |  |  |
| 7                           | Policy Management should have option to create various Layered policy for various Zones and should have option to create various Administrator to manage specific policy layers.  |  |  |
| <b>Anti-APT Solution</b>    |   |  |  |
| <b>General Requirements</b> |   |  |  |
| 1                           | The hardware and software based solution should provide protection for all incoming and outgoing traffic from /to Internet.   |  |  |
| 2                           | The proposed solution should be able to address both APT attacks and Advanced Malware across Network.   |  |  |
| 3                           | The solution should support static as well as dynamic analysis.   |  |  |
| 4                           | The solution must be able to detect and report malware by using multiple images of windows versions etc.  |  |  |
| 5                           | The solution must support prepopulated LICENSED copies of Microsoft windows and office images through an agreement with Microsoft. There should be no requirement for the customer to buy additional Microsoft licenses for sandboxing solution   |  |  |
| 6                           | The engine should detect API calls, file system changes, system registry, network connections, system processes, kernel code injection, system calls and direct CPU interaction.  |  |  |
| 7                           | Anti-APT solution should be able to work independently of signature updates from OEM website.   |  |  |
| 8                           | The solution should detect the attack at the exploitation stage – i.e. before the shell-code is executed and before the malware is downloaded/executed.   |  |  |
| 9                           | The solution should be able to detect ROP and other exploitation techniques (e.g. privilege escalation, directory traversal) by monitoring the CPU flow   |  |  |
| 10                          | The solution must be able to support scanning links inside emails for zero days & unknown malware   |  |  |
| 11                          | The solution should be able to perform pre-emulation static filtering   |  |  |
| 12                          | The solution should analyze malware coming over protocols like HTTP/HTTPS, SMTP, SMTP-TLS, CIFS etc. All the components of the solution must be managed from a centralized management console from the same OEM.  |  |  |
| 13                          | The Sandboxing solution should allow for 'Geo Restriction' which enables emulations to be restricted to a specific country  |  |  |

Section IV. Schedule of Requirements

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|----|--|--|--|
| 14 | The solution must provide the ability to Increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.   |  |  |
| 15 | The solution must utilize a Global Threat Intelligence feed from OEM regarding new malware profiles, vulnerability exploits, C&C call-back destinations and obfuscation tactics etc.   |  |  |
| 16 | The virtual execution environment must have anti-evasion capabilities to prevent the malwares to evade detection of the sandboxing environment. Anti VM detection activities like Time delays, Shut down, Restart, VM detection, User interaction etc. must be prevented by the solution.  |  |  |
| 17 | The solution should have the inherent ability to detect multi-stage attacks. For the purpose of detecting multi stage attacks the solution should include static analysis technologies like IPS, antivirus, anti-malware/anti bot however in an integrate mode with the solution. The bidder or SI may use additional appliances (at max 2) for the solution but should be provided by the same OEM in the solution. |  |  |
| 18 | The solution should inspect the web sessions (HTTP and HTTPS both) to detect and notify the malicious web activity including malicious file downloads through the internet. Third Party/Separate appliance for SSL offloading will not be accepted   |  |  |
| 19 | The solution shall report source IP, destination IP, source port, destination port and complete URL of the attack. The solution should also assign a unique identification number to each identified/detected threat for future reference.   |  |  |
| 20 | The solution shall detect the entire attack lifecycle and provide stage-by-stage analysis of the attack starting from system exploitation to data exfiltration.  |  |  |
| 21 | The solution shall provide Events-based alerts/logs.   |  |  |
| 22 | The solution should have ability to stop web based attacks and block all outbound call-back communication initiated by the infected internal clients.  |  |  |
| 23 | The solution should have no limitations in terms of number of users. However for sizing purpose the bidder to design the solution for the number of users mentioned in the Min hardware requirements section   |  |  |
| 24 | The solution should be able to work in tandem with other network device (e.g. firewall, IDS/IPS, Antispam, Web proxy, Endpoint Antivirus etc.) for its functioning. Additional devices required if any should be provided by the bidder. But the upper limit of such devices should not be more than 2   |  |  |
| 25 | The solution shall support to identify the IP address (Internal LAN IP address) of a host in a proxy environment.  |  |  |
| 26 | The solution should provide a Dashboard that offers real time threat visibility and attack characteristics.  |  |  |
| 27 | The solution should be able to schedule reports and also provide the flexibility to generate on-demand reports daily/weekly/monthly/yearly/specific range (day and time), etc.   |  |  |

Section IV. Schedule of Requirements

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| 28                        | The solution should provide reports in (not limited to) HTML/CSV/PDF Formats.  |  |  |
| 29                        | The solution should support logging of important parameters like Source IP, Destination IP, ports, protocol, Domain, time stamp etc. of the malicious web sessions   |  |  |
| 30                        | The solution should provide for offline updating of threat intelligence  |  |  |
| 31                        | The solution should support:-  |  |  |
|                           | o LDAP or RADIUS & Local Password authentication schemes (not limited to)  |  |  |
|                           | o Remote administration using SSH/HTTPS  |  |  |
| 31                        | o CLI, GUI/Web based Administration Console  |  |  |
|                           |  |  |  |
|                           |  |  |  |
| 32                        | The solution should examine the email traffic in real-time for emails having malware and potential spear-phishing and targeted attacks. Such infected email attachments should be remediated in real time and should be retrievable by administrator, if required.                       |  |  |
| 33                        | The proposed solution should dynamically generate real-time malware intelligence for immediate local protection via integration with the separate Automated Management and Event Correlation System. This Automated Management and Event Correlation solution must be from the same OEM. |  |  |
| 34                        | Solution should have an ability to remove all the active content and macros sending only a clean document to the end user  |  |  |
| 35                        | The solution should hold the attachment on the inbound email traffic till the attachment has been dynamically analyzed by the virtual environment.   |  |  |
| 36                        | All necessary additional devices, software & licenses required for achieving functionalities of web and email traffic should be quoted as part of the solution.  |  |  |
| 37                        | The solution should support SNMP, syslog for integration with a SIEM Solution and should support integration of privately generated intelligence on the sandbox to be shared with other security devices through open standards based protocols like STIX/TAXII, Open IOC etc.           |  |  |
| 38                        | The core product troubleshooting documents like admin guides, installation guides, and manuals should be made available to the customer directly through publically accessible OEM website. The OEM must share the admin guides during technical evaluation                              |  |  |
| 39                        | The solution should have Redundant power supply  |  |  |
| <b>Other Requirements</b> |  |  |  |
| 1                         | The Vendor should provide 3-Year On Site Warranty for all equipment and software included  |  |  |
| 2                         | Installation & Configuration Should be done by the Vendor.   |  |  |
| 3                         | Letter from the manufacturer stating the capability authorization for sale support of the quoted product   |  |  |
|                           |  |  |  |



## 4. ELIGIBILITY CRITERIA

| No   | Description   | Bidder's Remark |         |
|--|---|-----------------|---------|
|  |   | Yes / No        | Remarks |
| <b>Service provider selection criteria</b> |   |                 |         |
| 1  | Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka   |                 |         |
| 2  | Every bidder who acts as an agent, representative or nominee on behalf of such bidder, a Certificate of Registration issued by the Registrar of Company in Sri Lanka, in accordance with the Public Contract Act No.3 of 1987 of the Government of Sri Lanka and subsequent gazette notification  |                 |         |
| 3  | Bidder should be capable of performing firewall installations and troubleshooting, with at least 5 years of proven experience in firewall deployment and configuration.   |                 |         |
| 4  | The bidder (reseller) should have an authorized service partnership minimum of 5 years with the principal and should be in the active status.   |                 |         |
| 5  | The bidder must have the capability to provide comprehensive support for firewall solutions, including the ability to raise support tickets directly with the principal when needed. This support must be handled by a principle-recommended in-house technical team, with expert-level certifications in Check Point and Sophos technologies, specifically the Check Point Certified Security Expert (CCSE) and Check Point Certified Troubleshooting Expert (CCTE) certifications, and with Sophos Certified Engineer (SCE) certification, particularly in firewall management and configuration. EPF Payments evidence of last 06 month to be submitted along with bid including above expertise capacities. <b>(Applicable only for option 01).</b> |                 |         |
| 6  | The bidder must have the capability to provide comprehensive support for firewall solutions, including the ability to raise support tickets directly with the principal when needed. This support must be handled by a principle-recommended in-house technical team, with expert-level certifications in both quoted firewalls technologies.<br><br>EPF Payments evidence of last 06 month to be submitted along with the bid including above expertise capacities. <b>(Applicable only for option 02).</b>  |                 |         |
| 7  | Bidder should be completed minimum 3 no's of similar category perimeter firewall implementation projects during the past consecutive 03 years (2022,2023,2024) with the minimum value of the each project is Rs. 10 million or above.   |                 |         |

Section IV. Schedule of Requirements

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|----|---|--|--|
| 8  | Bidder should be completed minimum 3 no's of similar category backend firewall implementation projects during the past consecutive 03 years (2022,2023,2024) with the minimum value of the each project is Rs. 05 million or above. |  |  |
| 9  | Offered Product should have a Manufacturer recognized Authorized Service Provider in Sri Lanka and should have direct access for replacing all appliance within the warranty period.  |  |  |
| 10 | The original and valid Manufacture Authorization letter should provide for each product category quoted.  |  |  |
| 11 | Bidder should provide audited financial accounts ( P&L and Balance Sheet) for the last 3 years.   |  |  |
| 12 | The annual turnover should be not less than Rs. 100 Million per annum and should be in line with last 3 years.  |  |  |
| 13 | The proposed model must be designed to function for a minimum of 5 years and should be capable of supporting yearly license renewals  |  |  |
| 14 | The documentary evidence should be provided for all of the above. <b>(if not submitted treated as rejection of the bid)</b>   |  |  |

Authorized Signature with seal : ..... Date: .....

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## 5. Service Level Agreement

|          |   |  |
|----------|---|--|
| Duration | : |  |
| From     | : |  |
| Ref      | : |  |

**THIS**

**AGREEMENT** is dated ..... to ..... and is made

**BETWEEN:**

**(1) DEVELOPMENT LOTTERIES BOARD**, a Company incorporated under the Development Lotteries Board Act no. 20 of 1997 in Sri Lanka whose registered office is at No. 356, Dr. Colvin R. De Silva Mawatha, Colombo 02. (hereinafter referred also as “**DLB**”);

**AND**

**(2)** ....., a Company incorporated under the .....in Sri Lanka whose registered office is at .....(hereinafter referred also as “**the Service Provider**”).

The parties to this agreement may be referred to individually as a ‘Party’ and collectively as the “Parties”, as the context may so require.

### 1. RECITALS

Whereas \_\_\_\_\_ is a company doing business in Sri Lanka and is in need of IT services and whereas \_\_\_\_\_ desires to retain \_\_\_\_\_ as a service provider.

Whereas \_\_\_\_\_ is an IT Company validly existing and in good standing under the laws of the Sri Lanka, with power to carry on its business as it is now being conducted.

### 2. KEY TERMS

**2.1 "Equipment"** Means all items listed in the Schedule I hereto and Located at the address of the DLB (As stated above hereinafter referred to as the " DLB Location-“\_\_\_\_\_”). Equipment as herein used shall include the equipment, and /or their features, model conversion and equipment element unless the context requires individual reference.

**2.2 "Failing Equipment"** Means Equipment requiring the Services

**2.3 "Exchange Equipment"** Means replaced items provided by \_\_\_\_\_, for any of the Equipment.

**2.4 "Services"** Means either Onsite or Remote service provide by \_\_\_\_\_.

(i) When the equipment is replaced, and transport it to the DLB 's location;

- (ii) Immediately thereafter deploy it; and
- (iii) Verify its operation to be confirmed by an officer to be nominated by the DLB and either one of Exchange of Equipment -Where, \_\_\_\_\_ shall Exchange the failing equipment with an equipment with similar specification or higher in specification which should be fully compatible to carry out the business functionality of the DLB.

And such further service level as may be specified in the Schedule I & II hereto. The type of service shall be specified in the Schedule I & II and hereto.

**2.5 On-loan Equipment:** Items temporary provided by vendor to the CUSTOMER, to carry out functions of a failed equipment. Such on – loan equipment shall be able to carry out all functions of the corresponding failed item or items.

### 3. TERM

The term of the contract shall be for a period of \_\_\_\_\_ commencing from \_\_\_\_ to \_\_\_\_\_ and can be extend the agreement by written mutual agreement 45 days prior to the expiration.

### 4. SCOPE OF SERVICES

4.1 \_\_\_\_\_ shall provide the services to DLB in the manner set out in this agreement.

4.2 Following Services will be supplied to DLB by \_\_\_\_\_.

#### 4.2.1. Technical Respond Time

Technical respond time will be for DLB within the same business hour that the complaint is logged in either via telephone or email.

#### 4.2.2. Remote Support Level

Support Level is 24 X 7 X 1 (twenty-four hours a day, seven days a week and within one hours) where our technical team will attend via a remote connection.

#### 4.2.3. Onsite Engineering Support

Upon Request by the DLB, \_\_\_\_\_ Technical person will visit DLB premises within the same day.

#### 4.2.4. Support to Service Availability

Dedicated Technical Account Manager (TAM) will be assigned to the DLB.

#### **4.2.5 Firmware, Software Updates, and Bug Fixes**

The Supplier agrees to apply the latest firmware and software updates, including necessary bug fixes, to both the perimeter and backend firewalls in a timely manner. The Supplier must ensure that all relevant patches, operating system software, firmware updates, and bug fixes are installed promptly to maintain the security, functionality, and performance of the devices.

The Supplier guarantees the continued service availability of the devices following the application of these updates and bug fixes. This includes ensuring that no downtime or service disruption occurs as a result of any updates, patches, or firmware installations. Should any issues arise after updates or bug fixes are applied, the Supplier will take immediate corrective action to restore full functionality within the agreed response times.

#### **4.2.6. Infrastructure Health Monitoring & Reporting**

Monitoring the overall health of infrastructure helps you avoid or mitigate potential operational disruption or downtime. Periodic health reports will be provided to the DLB with predictive failure analysis.

#### **4.2.7. Access Point Warranty Replacement**

If the firewall works as an access point controller, troubleshooting and services should be provided for any access point(s) attached to the firewall.

In the event of any malfunction or defect in the access point, xxxxxxxxxxxx (Company) shall provide equipment/s to the **CUSTOMER** initiating the RMA process. Associated charges, including government fees or handling costs, shall be borne by the **CUSTOMER**.

#### **4.2.8 Defective Item Replacement with on-lone**

- In the event that a hardware failure occurs (e.g., firewall appliance or related components), the Vendor must replace the defective item on the same day.
- The replacement (on-lone equipment) item must be fully functional and restore all of the original functionalities of the defective item

### **5. FINANCIAL CONSIDERATION**

#### **5.1 Product Maintenance**

All charges shall be as per Quotation under Financial Considerations as stated in offer Quotation dated and attached as Schedule II.

## **5.2 Total Amount Payable**

Sri Lankan Rupees

## **5.3 Spare Parts**

Service covers the provision of all spare parts, replacement of equipment as well as cost of repairs and transport charges. (Comprehensive warranty)

## **5.4 Payments**

- Payment shall be made in Sri Lankan Rupees within thirty (30) days for the 3 years license renewal or new implementations from the date of the completion of the project. Supplier should be submitted a certified copy of the TRC approval letter with the original invoice.
- 05% of the invoice value or Rs. 1.5 million whichever is lower will be deducted as retention money from the final payment and retention will be released after 03 years service period. The supplier has the option to provide either a retention guarantee or retain 05% of the bid value.
- 4<sup>th</sup> year & 5<sup>th</sup> years license renewal cost will be paid after renewal of the said license on annually bass.
- 4<sup>th</sup> & 5<sup>th</sup> year license cost will be paid in Rs on the USD currency rate of the respective license renewal date in the CBSL. SLA charges will be paid in separately.
- 4<sup>th</sup> or 5<sup>th</sup> year license renewal will be applicable when necessary as per the section IV.

## **6. DUTIES OF \_\_\_\_\_**

- 6.1 \_\_\_\_\_ shall appoint a qualified technician/engineer who shall have adequate experience and competence to carry out the Services.
- 6.2 All Equipment and/or parts that need to be taken out of the premises of the DLB shall be subject to the approval of the DLB; and \_\_\_\_\_ should comply with all regulations currently in effect imposed by The DLB for premise accessing.
- 6.3 The following sections provide relevant details on service availability, monitoring of in scope services and related components.

### **6.3.1 Level 1 Evaluation & Resolution**

Every incident which is reported to Technical Account Manager (TAM) via Telephone or email ..... a note will be created and shared with the DLB (if not already created) and process further to Level 2 evaluation.

### **6.3.2 Level 2 Evaluation & Resolution**

A team of experienced engineers will attend the incident according to the agreed timelines described in Scope of work to resolve the reported issue. If the incident is not resolved at this level, then process further to Level 3 evaluation.

### **6.3.3 Level 3 Evaluation & Resolution**

- If the incident is related to product manufacturing defect, then \_\_\_\_\_ will report the incident to respective manufacturers.

- Defected product should be repaired within three hours and if not replaced with on loan, functionality equal product until the defected items are repaired.
- If the product will be failed and reported more than 3 times during the 3 months' time period, it should be replaced with a new and functionality equal product

#### 6.3.4 Reporting an Incident

##### 1. Phone :

##### 2. Email

Email to :

### 7. CONFIDENTIALITY

- 7.1 \_\_\_\_\_ and **DLB** acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other.
- 7.2 \_\_\_\_\_ and **DLB** agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of their respective obligations hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential.
- 7.3 All such confidential and proprietary information, data, code, finances, business plans and computer software are hereinafter collectively referred to as "Confidential Information." \_\_\_\_\_ and **DLB** shall use their best efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 7.4 Without limitation of the foregoing, \_\_\_\_\_ and **DLB** shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.
- 7.5 \_\_\_\_\_ specifically acknowledges and agrees that subject to Clause 7.6, all material and information supplied by **DLB** or which has or will come into \_\_\_\_\_'s possession or knowledge in connection with its performance hereunder is to be considered **DLB**'s confidential and proprietary information. For avoidance of doubt Trade Secrets of **DLB** shall be considered confidential and proprietary information of **DLB**. Upon termination of this Agreement or at any other time upon request, \_\_\_\_\_ will promptly deliver to **DLB** all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by \_\_\_\_\_ or others, which contain **DLB**'s confidential information. \_\_\_\_\_ agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause **DLB** irreparable damage. \_\_\_\_\_ agrees to use best efforts to hold such confidential information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder. \_\_\_\_\_ further agrees not to release such information to any employee or contractor who has not signed a written agreement expressly binding such party not to use or disclose the confidential information, except as expressly permitted in this Agreement.

#### Non Confidential Information

- 7.6 Notwithstanding the obligations set forth in Clause 7.1 to 7.5 above and in respect of Trade Secrets of **DLB**, the confidentiality obligations of \_\_\_\_\_ and **DLB** shall not extend to information that:

- 7.6.1 is, as of the time of its disclosure, or thereafter, becomes part of the public domain through a source other than the receiving party;
- 7.6.2 was known to the receiving party as of the time of its disclosure;
- 7.6.3 is independently developed by the receiving party without use of confidential and proprietary information of the other in the receiving party's possession or knowledge in connection with its performance under this Agreement;
- 7.6.4 is subsequently learned from a third party whose disclosure of the information does not constitute a direct or indirect breach by that third party of any confidentiality obligation to the providing party or to \_\_\_\_\_ or **DLB**; or
- 7.6.5 is required to be disclosed pursuant to court order or government authority, including as part of any filing with the Securities and Exchange Commission, whereupon the receiving party shall provide notice to the other party prior to such disclosure so as to allow sufficient time to oppose such order or authority's request.

7.7 The obligations of confidentiality created hereby shall survive termination or expiration of this Agreement.

## 8. INDEMNIFICATION

Each party agrees to indemnify and hold the other party harmless against any suit, claim, damage, and expense (including reasonable attorneys' fees) by reason of;

- (i) Its negligence or wilful misconduct in the course of the performance of this Agreement.

## 9. REPRESENTATIONS OF \_\_\_\_\_

- 9.1 Organization – The \_\_\_\_\_ is a company duly organized, validly existing and in good standing under the laws of Sri Lanka.
- 9.2 Authorization - This Agreement constitutes the \_\_\_\_\_'s valid and legally binding agreement enforceable against it in accordance with the terms hereof.
- 9.3 No Violation - Execution and delivery of this Agreement and the performance of its obligations hereunder are not in violation of, and do not conflict with or constitute a default under, any of the terms and provisions of any agreement to which it is expressly a party, indenture or instrument to which it is bound.
- 9.4 Professional Quality – The \_\_\_\_\_ warrants that the provision Maintenance & Support Services will be provided with due care and diligence and will be of a professional quality conforming to generally accepted industry standards and practices.

## 10. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement for interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.

In the event force majeure continues for more than fourteen (14) days, the party not affected by force majeure may terminate this Agreement by giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination.



#### 11. INDEPENDENT CONTRACTORS

It is expressly agreed that the Parties are acting hereunder as an independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other except to the extent and for the purposes provided for herein.

#### 12. ASSIGNMENT

The \_\_\_\_\_ may, with the prior written consent of DLB, assign or transfer (whether by merger, reorganization, consolidation, sale of all or substantially all of \_\_\_\_\_'s assets or otherwise) this Agreement or any obligation incurred hereunder. DLB may assign this Agreement with the consent of \_\_\_\_\_ to a subsidiary or affiliated company now existing or hereafter organized. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

#### 13. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

#### 14. WAIVER

No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

#### 15. ENTIRE AGREEMENT

This Agreement, including the Annexes and Exhibits attached hereto, contains the entire Agreement of the parties, and there are no understandings or agreements relative thereto that are not expressed herein. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by \_\_\_\_\_ and DLB. In addition, the parties agree that this Agreement shall supersede any and all prior contracts, agreements, or understandings entered into by the parties.

#### 16. SURVIVAL

All obligations of the parties which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its termination.

#### 17. SECURITY AND DATA INTEGRITY

17.1.1 \_\_\_\_\_ may identify security risks, breaches, or other liabilities and make specific recommendations for the resolution of these risks.

17.1.2 \_\_\_\_\_ cannot be held responsible for exploited security threats.

17.1.3 \_\_\_\_\_ accepts no responsibility or liability for lost, missing, or corrupted data caused by viruses, worms, unauthorized user activity (hacking), and the like.

17.1.4 In order to provide Support Services as described herein, \_\_\_\_\_ technicians will necessarily be privy and have access to DLB's infrastructure.

17.1.5 \_\_\_\_\_ agrees to take all reasonable measures to keep all files, client information, passwords, and any other proprietary client data secure and confidential.

17.1.6 \_\_\_\_\_ will not delete, remove or alter client data files.

## 18. DUTIES OF DLB

- 18.1 The DLB shall provide suitable free and safe access to the equipment.
- 18.2 The DLB shall make best efforts to ensure that appropriate safeguards to data are present and complied with.
- 18.3 The DLB shall assist \_\_\_\_\_ in obtaining entry passes and permits required for the officer/s of \_\_\_\_\_ or their vehicles visiting the premises where the services are to be carried out.
- 18.4 The DLB shall designate a person based at the DLB's site who shall co-ordinate all maintenance related communication between the DLB and \_\_\_\_\_.

## 19. EXCLUSIONS

\_\_\_\_\_ will not provide the following services under this agreement:

- 19.1 Providing services in the nature of painting or refinishing the equipment.
- 19.2 Electrical work external to the equipment.
- 19.3 Re-arrangement or relocation of equipment and provision of necessary materials and lab hours relating thereto.
- 19.4 Installation, service or removal of alteration or attachment to the equipment.
- 19.5 Repair of equipment damaged or replacement of service parts caused by: -
- 19.5.1 Failure to continually provide a suitable environment prescribed by \_\_\_\_\_ including adequate space, electrical power, air conditioning and humidity control.
- 19.5.2 Neglect or misuse, including use of equipment for purpose other than for which designed.
- 19.6 Accident, disaster, including water, wind and lightning, transportation, Act of god, vandalism or burglary.
- 19.7 Alteration, including any deviation from equipment design.
- 19.8 Attachment, including any interconnection to the equipment.
- 19.9 Repair of equipment damage, or replacement of service parts caused by the use of inferior 3rd party equipment.
- 19.8** Any service which is impractical for \_\_\_\_\_ to render because of alterations in or attachments to the equipment.
- 19.9 Alteration of configurations, setups by unauthorized personnel.
- 19.10 Additional configuration other than the present configuration.

## 20. WARRANTY INFORMATION

- \_\_\_\_\_ Warrantees labour for 30 days. Software and hardware warranties are as supplied from the respective manufacturers.
- \_\_\_\_\_ makes no implied or explicit warranties other than software and hardware will be installed correctly based upon manufacturer and/or industry standards.

## 21. WITHDRAWAL/TERMINATION

21.1 Parties may terminate this agreement immediately with written notice in the event either party;

22.1.1 Breaches any of its obligations set out in this agreement.

22.1.2 Terminates or suspends its business.

22.1.3 Subject to any bankruptcy or insolvency proceeding under Sri Lankan laws.

22.1.4 Becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

21.2 The DLB may withdraw equipment from the Services provided under this Agreement with one month's written notice to \_\_\_\_\_.

21.3 The DLB shall not be entitled to any refund of the Annual Maintenance fee or charges paid in respect of services to the equipment so withdrawn.

21.4 \_\_\_\_\_ may withdraw equipment from the services provided under this agreement with Three months' written notice to the DLB. Charges for any equipment so withdrawn shall be refunded on a prorated basis for the unused period of this agreement.

## 22. NOTICES

All notices hereunder shall be made by email to the respective party.

Address :  
Email :  
Telephone :  
Fax :

## 23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka. Failing amicable resolution, any dispute pertaining to this agreement shall be referred to a court of competent jurisdiction in Colombo, Sri Lanka.

.....

Signed for and on behalf of

Name :  
Designation :  
Date :

.....

Signed for and on behalf of

Name :  
Designation :  
Date :

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**OPTION A:**

**Schedule I**

**List of Goods**

**Sophos Firewall**

| <b>Item No</b> | <b>Description of Goods</b> | <b>Qty.</b> | <b>Qty.</b> |
|----------------|-----------------------------|-------------|-------------|
|                |                             |             |             |
|                |                             |             |             |
|                |                             |             |             |
|                |                             |             |             |
|                |                             |             |             |
|                |                             |             |             |
|                |                             |             |             |

Note: Rows of the table can be extended according to the specification

**Schedule II**

**Checkpoint Firewall**

| <b>Item No</b> | <b>Description of Goods or related services</b> | <b>Qty</b> |
|----------------|---|------------|
|                |   |            |
|                |   |            |
|                |   |            |
|                |   |            |
|                |   |            |
|                |   |            |
|                |   |            |

Note: Rows of the table can be extended according to the specification

OPTION 2

Bidder must be specifying the all components proposed under technical specification for both perimeter and backend firewalls.

|  |  |  |
|--|--|--|
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|  |  |  |
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Note: Rows of the table can be extended according to the specification

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## Section VI. Conditions of Contract

### 1. Definitions

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

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



- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (l) "The Project Site," where applicable, means the place named in the Contract Data.
2. Contract Documents
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. Fraud and Corruption
- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
4. Interpretation
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect there to made prior to the date of Contract.

#### 4.3 Amendment

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

#### 4.4 Severability

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

### 5. Language

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

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

### 6. Joint Venture, Consortium or Association

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

### 7. Eligibility

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

### 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price and the Related Services 14.1 Prices charged by the Supplier for the Goods supplied 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 fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

17.1 Selected Supplier shall be submitted performance security, within fourteen (14) days of the notification of contract for Ten percent (10%) of the Contract Price. Accepted only Bank guaranties issued by the Central bank of Sri Lanka approved Commercial bank in Sri Lanka.

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 Not applicable
21. Specifications 21.1 Technical Specifications and Drawings and Standards
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 1V, 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 | 2222.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.  |
| 23. Insurance             | 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.   |
| 24. Transportation        | 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.  |
| 25. Inspections and Tests | <p>.1 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> |

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

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

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

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

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

## 26. Liquidated Damages

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

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the section 1V, the warranty shall remain valid for twelve (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent  
Indemnity

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



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

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

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

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

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

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

## 29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or 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

33 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

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

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

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

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

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

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

### 34. Termination

#### 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

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

#### 34.3 Termination for Convenience.

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

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

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## Section VI. Contract Data

|            |   |
|------------|---|
| CC 1.1(i)  | <p><b>The Purchaser is:</b></p> <p>Development Lotteries Board<br/>No356, Dr. Colvin R De. Silva MW,<br/>Union Place, Colombo 02</p>  |
| CC 1.1 (m) | <p><b>The Project Site(s)/Final Destination(s) is :</b></p> <p>Development Lotteries Board<br/>No356, Dr. Colvin R De. Silva MW,<br/>Union Place, Colombo 02</p>  |
| CC 8.1     | <p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Chairman<br/>Address: Development Lotteries Board,<br/>No 356, Dr. Colvin R. De Silva MW,<br/>Union Place, Colombo 02</p> <p>Telephone:0114824824</p> <p>Facsimile number:0769475871</p> <p>Electronic mail address: agmproc@dlb.lk</p>  |
| CC 15.1    | <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>➤ Payment shall be made in Sri Lankan Rupees within thirty (30) days for the 3 years license renewal or new implementations from the date of the completion of the project. Supplier should be submitted a certified copy of the TRC approval letter with the original invoice.</li> <li>➤ 05% of the invoice value or Rs. 1.5 million whichever is lower will be deducted as retention money from the final payment and retention will be released after 03 years service period. The supplier has the option to provide either a retention guarantee or retain 05% of the bid value.</li> <li>➤ 4<sup>th</sup> year &amp; 5<sup>th</sup> years license renewal cost will be paid after renewal of the said license on annually bass.</li> <li>➤ 4<sup>th</sup> &amp; 5<sup>th</sup> year license cost will be paid in Rs on the USD currency rate of the respective license renewal date in the CBSL. SLA charges will be paid in separately.</li> <li>➤ 4<sup>th</sup> or 5<sup>th</sup> year license renewal will be applicable when necessary as per the section IV.</li> </ul> |
| CC 25.1    | Value of the performance guarantee is 10% of the contract value with validity up to 39 months.  |
| CC 25.1    | The inspections and tests shall be: Applicable  |
| CC 25.2    | The Inspections and tests shall be conducted at:<br>Development Lotteries Board,<br>No 356, Dr. Colvin R. De Silva MW,<br>Union Place, Colombo 02   |
| CC 26.1    | The liquidated damage shall be 0.1% per week  |

Section VII. Contract Forms

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Draft

## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) **DEVELOPMENT LOTTERIES BOARD**, a Company incorporated under the Development Lotteries Board Act no. 20 of 1997 in Sri Lanka whose registered office is at No. 356, Dr. Colvin R. De Silva Mawatha, Colombo 02. (hereinafter referred also as “**DLB**”);
- (2) ....., a Company incorporated under the ..... in Sri Lanka whose registered office is at ..... (hereinafter called “the Supplier”).

WHEREAS the DLB invited bids for certain Goods and ancillary services, of **LICENSE RENEWAL OR HARDWARE BUYBACK / UPGRADES OF ENTERPRISE FIREWALL SOLUTION** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ..... [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) Service Level Agreement



Section VII. Contract Forms

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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 DLB to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the DLB to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The DLB hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Supplier liable for all damages data breaches or financed losses caused by direct, in direct and consequential damages by the any firewall failures.

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 DLB

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

For and on behalf of the Supplier

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

## 2. Performance Security

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

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

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

\*Beneficiary:.....

.....  
[Name and Address of Employer]

Date: .....

PERFORMANCE GUARANTEE No.: .....

We have been informed that .....

[name of Supplier] (hereinafter called "the Supplier") has entered into Contract No.

..... [reference number of the contract] date.....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, .....  
[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)]



\*\*\*\*\*