



The Government of the Democratic Socialist Republic of Sri Lanka
Ministry of Finance, Planning and Economic Development



Development Lotteries Board

BIDDING DOCUMENTS

**Invitation to bids for
SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION
REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT**

BID No : DLB/PRO/2025/07

Bidders Name :-

Receipt No :-

Issued by :-



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



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Ministry of Finance, Planning and Economy Development
DEVELOPMENT LOTTERIES BOARD
INVITATION TO BID

SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT

BID No :- DLB/PRO/2025/07

Chairman, Departmental Procurement Committee (DPC) on behalf of the Development Lotteries Board invites sealed bids from Interested eligible bidders for **SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT** for the DLB.

02. Bidding will be conducted through the National Competitive Bidding Procedure. (NCB)
03. A set of Bidding document can be inspected at the Procurement Division of Development Lotteries Board , No.356, Dr. Colvin R. De Silva Mawatha, Colombo 02 on free of charges during the **05.02.2025 to 03.03.2025** between **9.00 a.m. to 3.00 p.m.**
04. Bidding documents may be purchased from the Procurement division of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2, from **05.02.2025 to 03.03.2025 between 09.00 a m to 3.00 p.m.** from Monday to Friday (other than on public holidays) subject to the payment of **Rs 15,000.00 (including all taxes)** in cash as non-refundable document fee on submission of the written request on a business letter head, addressed to the Chairman, Development Lotteries Board, No356, Dr Colvin R de Silva Mawatha, Colombo 2.
05. All bids must be accompanied by a Bid Security amounting to values specified in the ITB 20.1 of the BDS for the period of 180 days furnished from a commercial bank operating in Sri Lanka registered with Central Bank of Sri Lanka or in the form of a Bank Guarantee to the Chairman, Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.
06. All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid.
07. Site inspection is scheduled at 10.30 a.m on **18.02.2025** at Development Lottery Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2
08. Pre-bid meeting is scheduled at **2.30 p.m on 20.02.2025** at the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2
09. Bidders should furnish all the detailed information as required in the bid document.
10. Sealed bids in duplicate under registered cover should be posted to reach “Chairman, The Departmental Procurement Committee (DPC) , C/o Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2” or deposited in the box provided in the Procurement Division for this purpose at the above address on or before **2.30p.m on 04.03.2025** . The words “ SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT ” shall be written on top left-hand corner of the envelope. Also, it should be indicated the Bid name and Bid No.
11. All Bids will be opened at **2.30 p.m. on 04.03.2025** at the above address without further notice. Bidders or their duly authorized representatives are requested to be present at the time of opening of bids. Late bids will be rejected, unopened.
12. The Departmental Procurement Committee (DPC) reserves its sole right to accept or reject any or all the offers or any part thereof without assigning any reason therefore and or call for additional information where necessary, as per the procurement guidelines.
13. Bid documents could also be viewed free of charge during the time and dates and at the address specified above. Also, this could be viewed on the Development Lotteries Board Website (www.dlb.lk).
14. Further details, if required, could be obtained during the period specified in the ITB 07, from the Assistant General Manager (Procurement) of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.

Chairman,
Departmental Procurement Committee (DPC),
Development Lotteries Board,
356. Dr. Colvin R. De Silva Mawatha,
Colombo 2.

Tel: 011 4824824

www.dlb.lk

05.02.2025



Section I. Instruction to Bidders (ITB)

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

General

1. Scope of Bid
 - 1.1. The Purchaser indicated in the Bidding Data Sheet(BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
 - 1.2. Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
2. Source of Funds
 - 2.1. Payments under this contract will be financed by the source specified in the BDS.
3. Ethics, Fraud and Corruption
 - 3.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process; Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2. The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

Section I. Instruction to Bidders (ITB)

(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 as per the BDS.

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

(a) are 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 Department of Public Finance (DPF), 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 Department of Public Finance (www.pfd.gov.lk)

4.4 Foreign Bidders one not allowed to participates bidding..

5. Eligible Goods

5.1 All goods supplied under this contract shall be Complied and Related with applicable standards stipulated by the Sri Lanka Services 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 reading 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

Section I. Instruction to Bidders (ITB)

- 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 Document
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment of Bidding Document
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the Bid
- 11.1. The Bid shall comprise the following:
- (a). Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14 and 15.
 - (b). Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c). Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d). Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e). Any other document required in the BDS.

Section I. Instruction to Bidders (ITB)

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.

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discount

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

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder Bid 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.

Section I. Instruction to Bidders (ITB)

17. Documents Establishing the Conformity of the Goods and Related Services
- 17.1 To establish the conformity of the Goods and Related 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.

Section I. Instruction to Bidders (ITB)

- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) if a Bidder does not 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.

Section I. Instruction to Bidders (ITB)

- 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.
- (e) 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-

Section I. Instruction to Bidders (ITB)

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.

Section I. Instruction to Bidders (ITB)

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. Nonconform - ties, 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.

Section I. Instruction to Bidders (ITB)

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.

Section I. Instruction to Bidders (ITB)

- 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. Contract Period 34.1 12 weeks from the date of the agreement
34. Domestic Preference 34.1 Not applicable
35. Evaluation of bids 35.1 The Purchaser shall evaluate each bid that has been Bids 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

Section I. Instruction to Bidders (ITB)

- 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.

Section I. Instruction to Bidders (ITB)

- 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.

Read Only

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General	
ITB 1.1	1.1.1	The Purchaser is: Chairman, Departmental Procurement Committee, Development Lotteries Board, 356. Dr. Colvin R. De Silva Mawatha, Colombo 2.
	1.1.2	The scope herein shall cover the Data Center.
	1.1.3	The name and identification number of the Contract are: SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT
	1.1.4	The number, identification and names of the lots comprising this procurement are: DLB / PRO/2025/07
ITB 2.1	The source of funding is: Budget allocated - DLB	
ITB 4.1	To become eligible for bid, bidders should meet the following minimum requirements. The documentary evidence should be provided for all the above criteria. If not submitted treated as rejection of the bid.	
	4.1.1	The bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, and should have minimum 05 years experience in the similar field.
	4.1.2	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.
	4.1.3	Bidder should have successfully completed at least one similar type of virtualization project within the last 3 years minimum contract value of Rs. 50 million.
	4.1.4	Bidder should have successfully completed minimum 02 no's of Network/Storage projects within last 03 years . Disclose references with their contact details and the project value should not less than LKR 15 million each project
	4.1.5	The bidder's turnover should be not less than Rs. 1 billion each per annum for the past consecutive 3 years.
	4.1.6	Bidder should produce audited financial statements for the consecutive last 3 years .
	4.1.7	The bidder (reseller) should have an authorized service partnership (with all spare parts) minimum of 3 years with the principal and should be in the active status.
	4.1.8	Offered Products should have a manufacturer-recognized Authorized Service Provider in Sri Lanka.
	4.1.9	An Engineer (<i>EPF entitled employee</i>) should be in the position of doing VMware installations and troubleshooting methodologies with provable of 2 years of experience in the same category or more in the environment of virtualization deployment and configuration. He /She should have been acquiring the required VMware VCP certification.
4.1.10	Quoted main hardware brands should have a local authority with direct access for replacing appliances within the warranty period	

Section II. Bidding Data Sheet (BDS)

	4.1.11	The original and valid Manufacture Authorization letter should be provided for each product category quoted			
B. Contents of Bidding Documents					
ITB 7.1	7.1.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: P.D.U. Malintha AGM(P) Address: No 356, Dr.Colvin R.De. Silva MW, Union Place, Colombo 02 Telephone: 011 2333546 Mobile number: 076 9475871 Electronic mail address: agmproc@dlb.lk			
	7.1.2	The bidder is required to visit and examine the site and its surroundings as all the information is necessary to prepare a complete bidding document and be eligible to enter into the tender. Any cost involved in the visiting the site must be borne by the bidder.			
	7.1.3	Bidder should sign a non-Disclosure agreement to preventing unauthorized disclosure of confidential information of DLB. (All bidders required to be signed the non-Disclosure agreement before the site inspection.) Site inspection is scheduled at 10.30 a.m on 18.02.2025 at Development Lottery Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.			
	7.1.4	Pre-bid meeting is scheduled at 2.30 p.m on 20.02.2025 at the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2			
ITB 11.1	e	<p>Documents Comprising the Bid :</p> <p>The Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> 1. A set of copies of the company registration documents including form 15 & 20 certified by the company secretary should be submitted along with the Bid. 2. Company Profile. 3. A list of clientele or details of similar supplies handled during the last 03 years along with confirmation letters signed by the clients. (Letter of award / Purchas Order / Project completion report/ Contact details of clients) 4. Resolution passed by the board of directors for the signing the bid. 5. Public Contract Registration Certificate. 6. Detail of available experience of the technical staff with qualifications, including 06 months EPF numbers etc. 7. Past experiences in relevant field.(Documentary evidence to be submitted as per the ITB 4.1 of BDS) 8. Financial and technical capability to carry out the contract. (Documentary evidence should be submitted to prove the ability) Audited financial statements for consecutive last 03 years should be submitted 9. Any other documentary evidence for confirming the requirement given by the eligibility criteria ITB 4.1 10. Bidder signed and sealed fully bidding document issued by the DLB. Bidder shall submitted the additional details as per the bidder owned documents/ forms ect. 			
ITB 13.1	13.1.1	Alternative bids shall not be considered. If submitted treated as rejected.			
C. Preparation of Bids					
ITB 14.3			Description of Goods	Qty.	Unit
		A.1	HCI server hardware + HCI license	03	Lot
		A.2	Active Directory Server	01	Nos.
		A.3	ToR switch	02	Nos.
		A.4	Core Switch	02	Nos.
		A.5	Network attached storage device (NAS)	01	Nos.

Section II. Bidding Data Sheet (BDS)

		<p>The bidders may quote the following minimum quantities: Lot A: Virtualized Redundancy System</p>																																																																																	
		<p>Lot B: Items required for Data Center</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;">Description of Goods or related services</th> <th style="width: 10%;">Qty</th> <th style="width: 15%;">Unit</th> </tr> </thead> <tbody> <tr> <td>B.1</td> <td>Server Rack</td> <td>01</td> <td>Nos</td> </tr> <tr> <td>B.2</td> <td>EMS & Data Center Rack Arrangement</td> <td>01</td> <td>Nos</td> </tr> <tr> <td></td> <td>B.2.1 Temperature & Humidity Sensor</td> <td>04</td> <td>Nos</td> </tr> <tr> <td></td> <td>B.2.2 Smoke Sensor</td> <td>01</td> <td>Nos</td> </tr> <tr> <td></td> <td>B.2.3 Leak Rope Sensor - 20 ft.</td> <td>01</td> <td>Nos</td> </tr> <tr> <td></td> <td>B.2.4 Alarm buzzer</td> <td>02</td> <td>Nos</td> </tr> <tr> <td>B.3.1</td> <td>Data Center Fiber cabling between racks</td> <td>01</td> <td>Lot</td> </tr> <tr> <td>B.3.2</td> <td>Data Center Copper (UTP) Caballing Between Racks</td> <td>01</td> <td>Lot</td> </tr> </tbody> </table> <p>Lot C: Power Item Requirement</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;">Description of Goods</th> <th style="width: 10%;">Qty.</th> <th style="width: 15%;">Unit</th> </tr> </thead> <tbody> <tr> <td>C.1</td> <td>Power Cabling</td> <td>01</td> <td>Lot</td> </tr> <tr> <td>C.2</td> <td>UPS</td> <td>01</td> <td>Nos.</td> </tr> <tr> <td>C.3</td> <td>Rack STS 16A</td> <td>01</td> <td>Nos.</td> </tr> <tr> <td>C.4</td> <td>Rack STS 32A</td> <td>05</td> <td>Nos</td> </tr> <tr> <td>C.5</td> <td>13A Horizontal PDU</td> <td>06</td> <td>Nos.</td> </tr> <tr> <td>C.6</td> <td>PDU for Server Rack</td> <td>02</td> <td>Nos.</td> </tr> </tbody> </table> <p>Lot D : Implementation Solution & Service Level Agreement</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Line Item No.</th> <th style="width: 65%;">Description of Goods or related services</th> <th style="width: 10%;">Qty</th> <th style="width: 20%;">Unit</th> </tr> </thead> <tbody> <tr> <td>D.1</td> <td>Implementation Solution</td> <td>1</td> <td>Lot</td> </tr> <tr> <td>D.2</td> <td>SLA for Solution</td> <td>1</td> <td>Nos</td> </tr> <tr> <td>D.3</td> <td style="text-align: center;">Total</td> <td></td> <td></td> </tr> </tbody> </table>			Description of Goods or related services	Qty	Unit	B.1	Server Rack	01	Nos	B.2	EMS & Data Center Rack Arrangement	01	Nos		B.2.1 Temperature & Humidity Sensor	04	Nos		B.2.2 Smoke Sensor	01	Nos		B.2.3 Leak Rope Sensor - 20 ft.	01	Nos		B.2.4 Alarm buzzer	02	Nos	B.3.1	Data Center Fiber cabling between racks	01	Lot	B.3.2	Data Center Copper (UTP) Caballing Between Racks	01	Lot		Description of Goods	Qty.	Unit	C.1	Power Cabling	01	Lot	C.2	UPS	01	Nos.	C.3	Rack STS 16A	01	Nos.	C.4	Rack STS 32A	05	Nos	C.5	13A Horizontal PDU	06	Nos.	C.6	PDU for Server Rack	02	Nos.	Line Item No.	Description of Goods or related services	Qty	Unit	D.1	Implementation Solution	1	Lot	D.2	SLA for Solution	1	Nos	D.3	Total		
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ITB 15.1		The bidder shall be quoted in Sri Lankan Rupees.																																																																																	
ITB 17.3		Period of time the Goods are expected to be functioning (Spare parts required to be available for next 8 years)																																																																																	
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 03.06.2025).																																																																																	
ITB 20.1		Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.																																																																																	
ITB 20.2		<p>The amount of the Bid Security shall be: Rs. 770,500.00 The validity period of the bid security shall be until [01.07.2025]</p>																																																																																	

		D. Submission and Opening of Bids
ITB 22.2	(c)	The inner and outer envelopes shall bear the following identification marks: SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT
ITB 23.1		For bid submission purposes, the Purchaser’s address is: Attention: Chairman Department Procurement Committee Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02. The Deadline for the submission of bids is Date 04.03.2025
		Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva Mw, Union Place, Colombo 02 Date: 04.03.2025 Time: 2:30 p.m.
		E. Evaluation and Comparison of Bids
ITB 34.1		Domestic preference “shall not” be a bid evaluation factor.
ITB 35.5		The tender will be awarded considering the total value of the BOQ treated as a single bid..

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Read Only

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,
Departmental 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:

SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT
, (DLB/PRO/ 2025/07)

(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];

Section III. Bidding Forms

(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 onday of,.....

[insert date of signing]

To be filled by the bidder :

SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT

Bid No: DLB/PRO/2025/07

Master Price Schedule

Line Item No.	Description of Goods or related services	Total Amount (Excluding TAX)
1.	Lot A:- Total Cost for - Virtualized Redundancy System	
2.	Lot B:- Total Cost for - Items required for Data Center	
3.	Lot C: - Total Cost for - Power Item Requirement	
4.	Lot D :- SLA 24x7 (Lot A + Lot B Lot C)	
5.	Total Amount	
6.	SSCL.....%	
7.	VAT%	
8.	GRAND TOTAL	

TOTAL Value in words :-

.....

.....

.....

.....

Nominate of the authorized Officer-

Name of the Bidder:

.....

.....

Date :

.....
Authorized Signature with Seal:

SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND
DATA CENTER ENHANCEMENT Bid No: DLB/PRO/2025/07

Price Schedule

Lot A: Virtualized Redundancy System

Line Item No.	Description of Goods or related services	Qty	Unit	Brand	Model	Country of origin	Country of Manufacturing	Unit Price (Excluding TAX)
A.1	HCI server hardware + HCI license	3	Lot					
A.2	Active Directory Server	1	Nos					
A.3	ToR switch	2	Nos					
A.4	Core Switch	2	Nos					
A.5	Network attached storage device (NAS)	1	Nos					
A.6	Total Amount							
	SSCL.....%							
	VAT%							
	GRAND TOTAL							

Name of the Bidder :-

Date :-

.....
Authorized Signature with Seal:

**SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND
DATA CENTER ENHANCEMENT Bid No: DLB/PRO/2025/07**

Lot B: Items required for Data Center

Line Item No.	Description of Goods or related services	Qty	Unit	Brand	Model	Country of origin	Country of Manufacturing	Unit Price (Excluding TAX)
B.1	Server Rack	1	Nos					
B.2	EMS & Data Center Rack Arrangement	1	Nos					
	B.2.1 Temperature & Humidity Sensor	4	Nos					
	B.2.2 Smoke Sensor	1	Nos					
	B.2.3 Leak Rope Sensor - 20 ft.	1	Nos					
	B.2.4 Alarm buzzer	2	Nos					
B.3	B.3.1 Data Center Fiber cabling between racks	1	Lot					
	B.3.2 Data Center Copper (UTP) Caballing Between Racks	1	Lot					
B.4	Total Amount							
	SSCL.....%							
	VAT%							
	GRAND TOTAL							

Name of the Bidder :-

Date :-

.....
Authorized Signature with Seal:

**SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION
AND DATA CENTER ENHANCEMENT Bid No: DLB/PRO/2025/07**

Price Schedule

Lot C: Power Item Requirement

Line Item No.	Description of Goods or related services	Qty	Unit	Brand	Model	Country of origin	Country of Manufacturing	Unit Price (Excluding TAX)
C.1	Power Cabling	1	Lot					
C.2	UPS	1	Nos					
C.3	Rack STS 16A	1	Nos					
C.4	Rack STS 32A	5	Nos					
C.5	13A Horizontal PDU	6	Nos					
C.6	PDU for Server Rack	2	Nos					
C.7	Total Amount							
	SSCL.....%							
	VAT%							
	GRAND TOTAL							

Name of the Bidder :-

Date :-

.....
Authorized Signature with Seal:

**SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND
DATA CENTER ENHANCEMENT Bid No: DLB/PRO/2025/07**

To be fill by the bidder :

Price Schedule

Lot D: Implementation Solution & Service Level Agreement

Line Item No.	Description of Goods or related services	Qty	Unit	Unit Price (Excluding TAX)
D.1	Implementation of Solution	1	Sum	
D.2	SLA for first year after date of the completing	1	Sum	
D.3	Total Amount			
	SSCL.....%			
	VAT%			
	GRAND TOTAL			

Annual Service Level Agreement Cost.

Item No.	Description of Goods or related services	SLA Cost Per Year (Without Taxes)
1	Total cost for second year (24x7) service level agreement (Hardware & Software)	
2	Total cost for third year (24x7) service level agreement (Hardware & Software)	
3	Total cost for forth year (24x7) service level agreement (Hardware & Software)	
4	Total cost for fifth year (24x7) service level agreement (Hardware & Software)	
5	Total cost for sixth year (24x7) service level agreement (Hardware & Software)	
6	Total cost for seventh year (24x7) service level agreement (Hardware & Software)	

Note:- SLA will be applicable on annually renewed basis, considering the selected supplier's service performance.

Name of the Bidder :-

Date :-

.....
Authorized Signature with Seal:

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,
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 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)]

Read Only

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,
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]

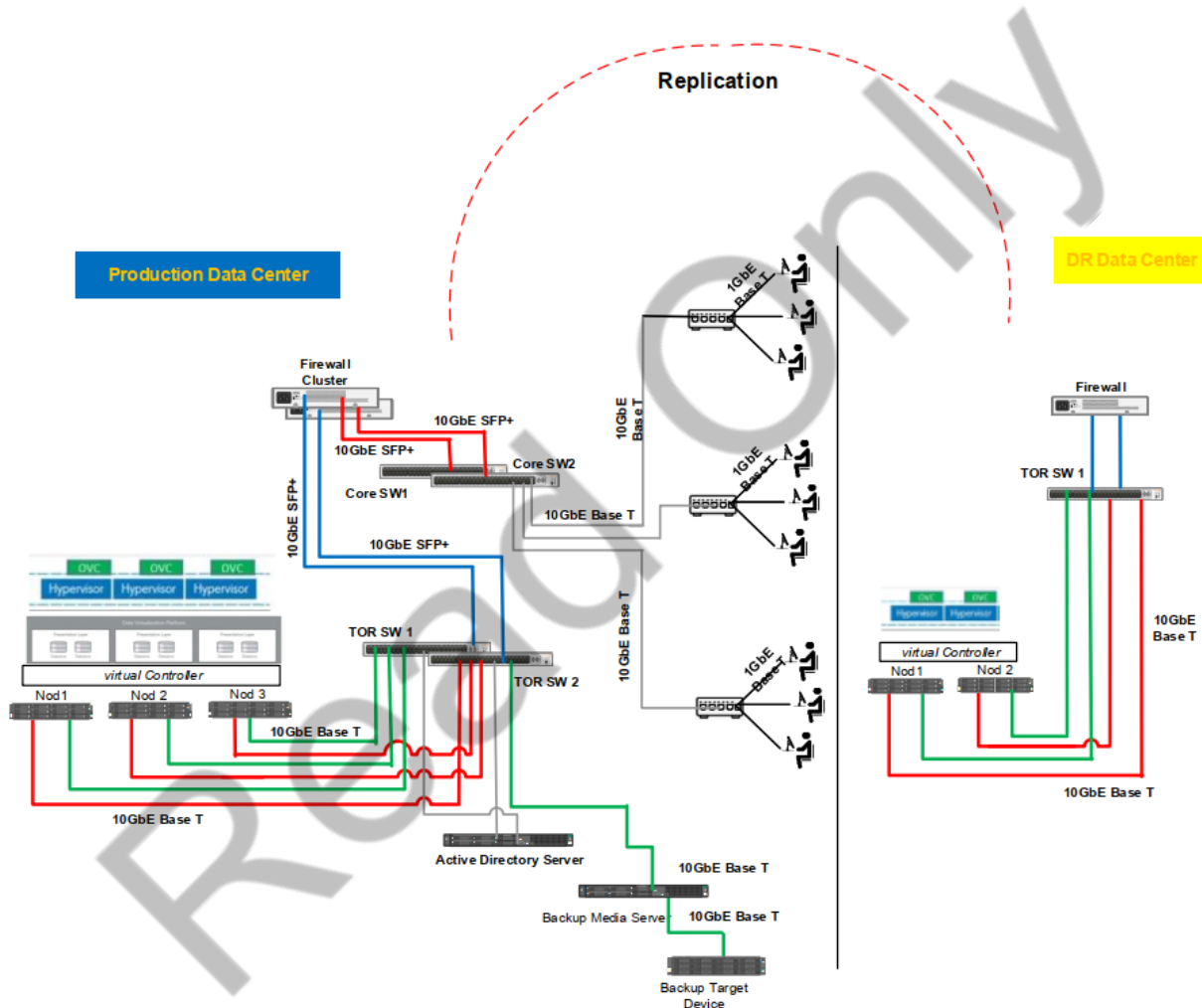
Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on ----- day of -----, -----[insert date of signing]

Scope of Implementation

Solution Overview

Following diagram depicts an overview of the solution design. The solution intended to address the issues currently DLB is facing with respect to maintenance of accumulated number of server/storage hardware, difficulty in managing an infrastructure with both virtualized and baremetal environment, and delays in backup and related issues. Further, the future plans of implementing a Disaster Recovery (DR) site is also taken into the consideration during the solution design process.



Scope

The scope of the solution includes a hyperconverged private cloud solution together with clustered core switches, clustered ToR switches, Active Directory (AD) server, related connectivity, and implementation as per the specifications and requirements specified by DLB.

Design Objective

The design objectives are to build a robust infrastructure solution for the customer which reflect and facilitate the following.

- Consolidate entire existing array of physical servers and storages infrastructure.
- Convert entire physical and virtual server infrastructure to single virtual server environment.
- Eliminate separate shared storage requirement for high availability
- Provide the ease of management of entire server pool with management/backup/restore & clone through central management server.
- Automatic failover of virtual machines to DR server
- Minimize the total local backup intervals from days to minutes.
- Minimize the individual Virtual Machine backup interval from days to minutes. (Local backup of 1TB VM within 60 seconds)
- Generalize and automate the routing operations of backup/restore/provision VMs using centralized management server.
- Eliminate the need of massive storage expansion for backup retention.
- Reduce Recovery Time Objective (RTO) to seconds if not minutes
- Decrease the total cost of ownership (TCO) of servers

Special Notes:

- It is the Bidders responsibility to check the existing infrastructure. Bidder may request information formally if required on the existing infrastructure.
- Bidders should follow all industrial standards and best practices when implementing the whole solution.
- Bidders should provide a clear technical write-up of the overall proposed solution with clear diagrams highlighting how the required specifications are met.
- One of the existing servers will be used as the Backup Media Server. The Backup Server Licenses will be provided by the DLB. Core Switches, EMS, must be configured to the existing network Rack (REFER **Figure 01.**)
- at the “DLB Data center”. It is the bidder’s responsibility to check the suitability of the existing Racks. If the existing rack is not suitable it is the bidder’s responsibility to include appropriate Rack for the proposed equipment.
- HP DL 380 Gen 10 Server, NAS, must be configured to the existing server Rack (REFER **Figure 01**) at the “DLB Data center”. It is the bidder’s responsibility to check the suitability of the existing Racks. If the existing rack is not suitable it is the bidder’s responsibility to include appropriate Rack for the proposed equipment.
- All the other proposed equipment must be configured to the newly proposed rack (*Excluding Core Switches, EMS, HP DL 380 Gen 10 Server & NAS*).

Section IV. Schedule of Requirements

- Bidders must provide all other required accessories accordingly based on the proposed solution.
- Bidder should also include a Rack and Stack Diagrams along with the technical write-up.
- Bidders must clearly fill and attached the below compliance along with the bid documents.
 - ➔ ***In Stage 1, only the Primary (Production) site will be implemented.***
 - ➔ *The solution for Production site under Phase 01 should be capable of implementing a DR site at the Phase 02 of the project. The respective bidder should migrate all running servers (Mail, AD, Database, Spam filter Linux based, Virus guard console, WSUS, etc.) in to the new Solution. All the licenses of the Primary site should be extendable in a way which supports a DR implementation.*
- Bidders must properly test and label all network equipment and servers according to the industrial standards.
- Maintain the implementation records with all necessary details (ex- Host names, IP Address, Username and Passwords).
- Configure the Core switches with failover capability, VLAN, Path redundancy and relevant additional configuration based on the DLB requirements provided.
- Configure the TOR switches with failover capability, VLANs, VLAN Load balancing, basic security, routing and traffic filtering according to the details provided by DLB.
- Install and configure of new storage with FC connectivity (Should be done by certified engineer with best practices)
- Make sure to maximize the service resiliency through the new configuration.
- Creating Pools and LUNs according to the DLB requirement.
- Create the new virtualized environment along with storage, vNetworks and management infrastructure.
- Provide a secure remote support methodology.
- After the warranty period, the bidder should be capable of providing the maintenance service with DLB.

Implementation Scope: Bidder's Side Implementation

- Bidders should propose all relevant components and It is the bidder's duty to provide all necessary accessories relevant to the complete solution.
- Bidders must clearly state the power and cooling requirements and other floor space requirements required for the proposed solution.
- Bidders must clearly fill and attached the below compliance along with the bid documents.
- The bidder should provide **5 Year** 24x7 comprehensive warranty for all equipment and software included in the proposed solution. Manufacture authorization shall be attached as proof.
- Bidders must clearly fill and attached the below compliance along with the bid documents
- Install and configure new NAS capabilities to back up the user data of DLB staff.
- Provide all the necessary monitoring tools and dashboards to the IT Staff at DLB.
- Bidder should provide the necessary training (Training should be done by the certified trainer / Institute) to DLB Staff Members (Two) as per the proposed solution.

Section IV. Schedule of Requirements

	Special Notes
1.0	The scope herein shall cover Data Centre.
2.0	The Tenderer is requested to visit the site prior to provide pricing of all items
3.0	The Tenderer is requested to refer the Bill of Quantities, General Note, Pricing Preambles, Drawing, Specification, Conditions of contract, Special Conditions of contract and other relevant documents prior to pricing of items in this trade.
4.0	Rates shall include for supply, installation, commissioning and maintaining during the defect liability (06 Months) period of the following items.
5.0	Rates for all components and equipment shall include for: Importation, clearing, transportation to site and installation at given position.
6.0	The Tenderer shall provide a schedule of all builder's work in connection with and detail of the same as necessary along with the Tender.
7.0	All Electrical works carried out shall comply with the latest local authority standard code of practice.
8.0	The Tenderer shall submit the detail of make quoted for and relevant model no., for each type of fittings with the Tender.
9.0	Testing installation as required by the Engineer and submission of certification of conformation of electrical installations to BS and IEE/IET regulation by chartered electrical Engineer registered with the utility.
10.0	All materials, equipment wiring and workshop shall confirm to local codes, specifications, BS standards / latest IEE regulations specifications.
11.0	The Tenderer shall submit the following information on the items/equipment/ fittings quoted for together with the Tender.a. Makeb. Model No.c. Technical datad. Country of manufacturee. Delivery periodf. Lead time for manufacturing. Optional items and their additional cost. (Additional cost to be submitted separately) i. Schedule of rates for after sales service.j. Format of after sales agreement
12.0	Note: Length of Cables followed are tentative, which may subject to change based on the revisions on panels / equipment locations. All the cable lengths should be confirmed as per the site condition.
13.0	Rate for all electrical panels shall include for supply and installation of all necessary MCCB's, MCB's, DPA indicator lamps, hardware accessories, bus bars, inter connecting copper bus bars, internal wiring with standard color code and identification, switch gear supporting accessories steel channels and necessary fixing accessories, aligning and grounding the panel interconnections, earth bars and panel board door earthing with fully enclose metal clad panels complete as shown in drawing, labeling and comply with the specifications, interfacing with if any building automation system, IEE regulations and all complete to working order to the approval of the engineer and relevant local authorities.
14.0	Earth bars of all panel boards shall be properly bonded to the earthing ring system.
15.0	Exposed conduits used for outdoor wiring in any area which are vulnerable to mechanical damage shall be done using GI conduits.
16.0	Internal Wiring to be done in PVC conduits or PVC Covering materials.
17.0	Prequalifying documents should be submitted as 03 separate documents for LOT A, LOT B & LOT C. <i>(However, the separately submitted documents will be treated as a single bid)</i>
18.0	The bidder is required to visit and examine the site and its surroundings as all the information is necessary to prepare a complete bidding document and be eligible to enter into the tender. Any cost involved in the visiting the site must be borne by the bidder.

Section IV. Schedule of Requirements

	(Non-Disclosure Agreement for Site Inspection Bidder should sign a non-Disclosure agreement to preventing unauthorized disclosure of confidential information of DLB. All bidders required to be signed the non-Disclosure agreement before the site inspection.)
19.0	All tools required to for the work is to be brought by the contractor.
20.0	The work men engaged by the bidder required to be qualified, experienced and competent for the respective item of work.
21.0	All the drawings, documents, specifications etc related to the work, given by the company to the supplier shall remain the property of the DLB. The contractor shall not disclose the details of the said documents to anybody or shall not publish any information contained in that without the written consent of the company.
22.0	All required panels and accessories should be provided by the bidder and are required to comply with industrial standards

Read Only

Contents

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Note: The respective bidders should submit their compliance for each LOT A, LOT B, and LOT C (*Points 3, 4, 5*) mentioned above as separate documents.

Read Only

1.1 List of Goods and Delivery Schedule

1.1 List of Goods and Delivery Schedule

Lot A: Virtualized Redundancy System

	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 Comments
A.1	HCI server hardware + HCI license	3	Lot	DLB	By vendor	12 weeks from the date of the agreement	.....
A.2	Active Directory Server	1	Nos.				.....
A.3	ToR switch	2	Nos.				.....
A.4	Core Switch	2	Nos.				.....
A.5	Network attached storage device (NAS)	1	Nos.				.....
						
						

Authorized Signature with Seal:.....

Name of the Bidder:

.....

Date:

1.2 List of Goods and Delivery Schedule

Lot B: Items Required for Data Center

Line Item No.	Description of Goods or related services	Qty	Unit	Final Destination	Transportation and any other services	Latest completion date of the project (weeks)	Bidder's Comments
B.1	Server Rack	1	Nos	DLB	By vendor	12 weeks from the date of the agreement	.....
B.2	EMS & Data Center Rack Arrangement	1	Nos				.....
B.2.1	Temperature & Humidity Sensor	4					.....
B.2.2	Smoke Sensor	1					.....
B.2.3	Leak Rope Sensor - 20 ft. -01	1					.....
B.2.4	Alarm buzzer -02	2					.....
B.3.1	Data Center Fiber cabling between racks	1	Lot				.....
B.3.2	Data Center Copper (UTP) Caballing Between Racks	1	Lot	.....		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

1.3 List of Goods and Delivery Schedule

Lot C: Power Item Requirement

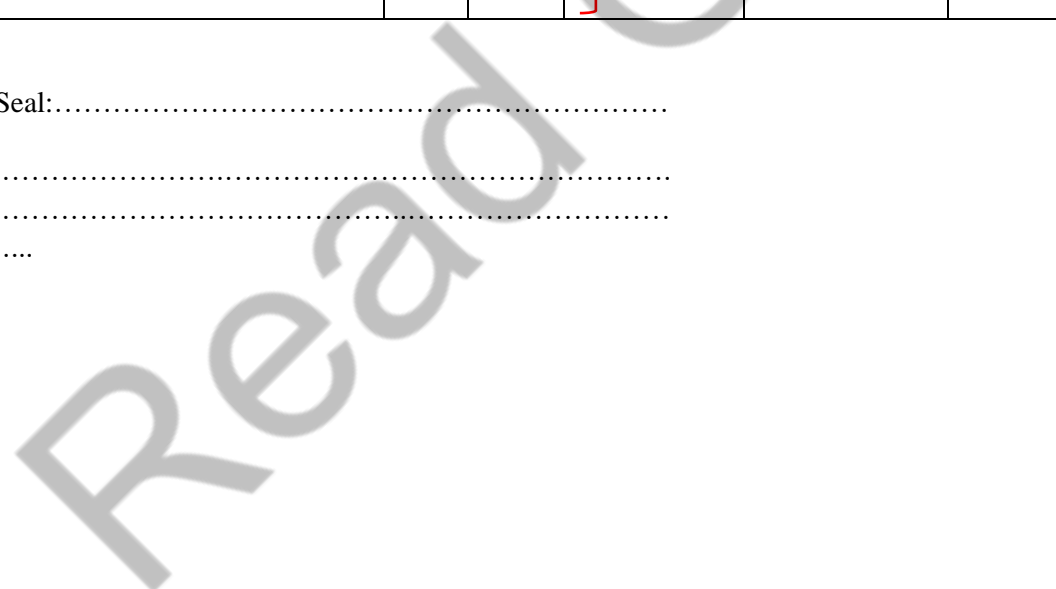
Item No	Description of Goods	Qty.	Unit	Final Destination	Transportation and any other services	Latest completion date of the project (weeks)	Bidder's Comments
C.1	Power Cabling	01	Lot	DLB	By vendor	12 weeks from the date of the agreement	.....
C.2	UPS	01	Nos.				.....
C.3	Rack STS 16A	01	Nos.				.....
C.4	Rack STS 32A	05	Nos				.....
C.5	13A Horizontal PDU	06	Nos.				.....
C.6	PDU for Server Rack	02	Nos.				.....

Authorized Signature with Seal:.....

Name of the Bidder:

.....

Date:



2. Eligibility Criteria

Check List for Eligibility

To become eligible for bid, bidders should meet the following minimum requirements.

The documentary evidence should be provided for all the above criteria.

No	Description	Bidder's Remark	
		Yes / No	Annex No:
Service provider selection criteria			
1	Quoted main hardware brands should have a local authority with direct access for replacing appliances within the warranty period.		
2	An Engineer (<i>EPF entitled employee</i>) should be in the position of doing VMware installations and troubleshooting methodologies with provable experience of 2 years of experience in the same category or more in the environment of virtualization deployment and configuration. He /She should have been acquiring the required VMware VCP certification .		
3	Bidder should have successfully completed at least one virtualization project within the last 3 years whereas it will cover minimum of 50 million of the total value of the BOQ.		
4	Bidder should complete 02 successfully completed Network/Storage projects within last 03 years . Disclose references with their contact details and the project value should not less than LKR 15 million each project.		
5	Bidder should complete certified engineers with their certification for the quoted main product categories.		
6	The bidder (reseller) should have an authorized service partnership (with all spare parts) minimum of 3 years with the principal and should be in the active status.		
7	Offered Products should have a manufacturer-recognized Authorized Service Provider in Sri Lanka.		
8	The original and valid Manufacture Authorization letter should be provided for each product category quoted.		
9	Bidder should be a profitable company for last 3 years & should produce audited financial reports accounts (PNL and Balance Sheet) for the consecutive last 3 years.		
10	The bidder's turnover should be not less than Rs. 1 billion each per annum for the past consecutive 3 years..		
11	The bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder incorporated company outside Sri Lanka must have a local agent or authorized service provider in Sri Lanka preferably a registered company under Companies act Sri Lanka.		
12	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. Technical Specification - Lot A (Virtualized Redundancy System)

A.1. HCI Server + HCI Solution

* Solution should consider only the PR

No	Item	Description of Requirement	Compliance (Yes / No)	Remarks
Hyper-Converged Solution				
1	Manufacturer			
	Brand (Please specify)			
	Model (Please specify)			
	Country of Origin			
HARDWARE AND PERFORMANCE REQUIREMENTS				
2	Hyper-Converged Infrastructure	Proposed solution must be based on converged IT infrastructure platform that integrates storage, compute, networking and hypervisor using standard x86 server building block.		
	Number of Nodes	Minimum of 3 number of nodes in the cluster		
	Processor	Intel Xeon processor of latest generation which supports the latest VMWare Hypervisor		
	Number of sockets support per nod	2		
	Number of Processors	Each node should populate with minimum of 2 processors		
	Clock speed	Processor should minimum of 2.0 GHz speed		
	Minimum number of cores per processor	Proposed server processor support Minimum 18 Core on each processor		
		Solution should have HA nodes at production		
	RAM	Memory capacity for the VM workload in new cluster environment should be minimum of 512 GB per node. (Should able to support up to 1.5 TB on Each nod)		
		Each node should support the latest DDR4-3xxx Registered Smart Memory		
	Connectivity	Each node should have 6 x 10GbE copper ethernet ports		
		Each node should have embedded 1 x out-of-band agentless management port to simplify remote management		
		Each node should have redundant fans to provide reliable optimum cooling		
		Each node should have a controller which should support the latest VMWare VSAN solution		
		Each node should have minimum of 3 PCI slots available		
		Each node should have hot plug, non-shared, redundant power supplies and ratings as per the solution requirement.		

2.1	Storage	Minimum cluster storage capacity should provide 50 TB of usable space with minimum of 10,000 IOPs. Minimum 5 TB of storage caching capacity should be provisioned in addition to the 50TB cluster storage capacity.		
		If the usable storage capacity cannot be guaranteed, bidder should provide additional node to support the storage (proof document should be providing with RFP submission)		
		Please specify if the solution uses the array controller protection for the storage components or not		
		Minimum number of nodes in a cluster should not deviate from principal recommendation and evidence should be provided for recommended minimum number of nodes for production environment from principle.		
		Vendor should provide the required redundant switches for the HCI environment if required without compromising the performance of the solution.		
2.2	Hypervisor	Hypervisor should be able to installed on both HCI as well non-HCI environment using appropriate licenses		
		Hypervisor should be placed on mirrored boot devices (RAID 1) M2 sticks with minimum 240GB that are not part of the primary data storage tier.		
		The proposed hypervisor should support high availability, distributed resource scheduler, and fault tolerance.		
		Licensed Hypervisor management software should be included with the HCI solution.		
2.3	Expansion	Bidder should provide the details about the maximum number of expansion nodes for the cluster.		
		Hyper-converged solution should support expansion with compute only nodes when required and evidence for principal recommendation for same should be provided.		
2.4	Functionality	Hyper-converged solution should support VMware vSphere hypervisors		
2.5	Resiliency	Proposed solution should equip with, arrange disk groups & nodes in a way, in order to tolerate disk failure simultaneously at each node (in storage tier) in cluster, with no loss of functionality or data.		
		Simultaneous failure of any given disk in the two of HCI nodes in the cluster should not disable any of the features of the provided solution, either temporarily or permanently.		
		Proposed solution should equip with, arrange disk groups & nodes in a way, in order to tolerate disk failure (in storage tier) in a node, while the node is down, with no loss of functionality or data.		
		During a single component failure (of any type: disk or node) production services should not affect / degrade in anyway		
		Each node should have dedicated non-shared dual-PSU's and should be able to sustain single power supply failure.		
		Each offered node should be able to sustain 1 NIC port failure.		

SOFTWARE AND FUNCTIONALITY REQUIREMENTS				
3	Common Features Included	Offered Hyper-converge platform should include individual VM-centric policy-based backup and recovery. All necessary software like backup software, licenses if required, shall be supplied.		
		Propose a solution to enable the data-at-rest encryption at the VM level.		
		Hyper-converged solution shall have in-built support for container storage interface (CSI) and shall be qualified to work with Container platforms based upon open-source Kubernetes. Please provide the evidence for the same.		
3.1	Global Unified Management	Offered Hyper-converged solution shall support VM-centric management through a single pane of glass via the virtualization manager of given hypervisor.		
		Offered Hyper-converged shall support programmatic interface for enabling automated tasks like failover / failback. Please provide the evidence for the same.		
		Hyper-converged solution should have single deployment management console to simplify deployment of 1 to many nodes in parallel to reduce deployment time		
		Hyper-converged solution should have single upgrade management console to simplify upgrade of: 1. Hyper-converged software 2. Hypervisor 3. Provide ability to roll-back upgrades		
3.2	VM-Centricity and Mobility	Offered Hyper-converged solution shall provide the complete flexibility for selecting individual VMs for Backups.		
		Offered Hyper-converged solution shall provide the complete ability to Move specific VMs between datacenters		
		Offered Hyper-converged solution shall provide the complete flexibility for Cloning specific VMs		
		Offered Hyper-converged solution shall provide the complete flexibility for VM-level backup instead of forcing protection at the datastore or protection domain level		
3.3	Data Protection	Before submit the proposal, vendor should analyze the existing backup environment (software license and Hardware) and should advise the customer if there any additional requirement.		
		Provided backup solution should ensure the integrity of the backup.		
		Backup must be an independent copy of source Virtual Server and must allow restore of deleted or corrupted source Virtual Server		
		The ability to carry replication between two data centers when DR site is implemented in the future.		
		The ability to define backup policy per datastore, a group of VMs or specific VM		
		The solution must be able to retain backup data matching compliance requirements		
		The ability to execute backup tasks during production hours without impacting to production workloads and without having dedicated backup window.		

Section IV. Schedule of Requirements

		Backup software should support "Crash constantan "Application Consistent" backups		
		If the solution (backup server/media servers) required any type of physical equipment(servers) for backup environment, vendor should provide them all. If the backup environment (backup server / Media servers) can be hosted in the virtual environment, vendor should add the required resources capacities to the requested resource capacity.		
3.4	Data Recovery	Data recovery process should be simple with an RTO in minutes		
		The solution must support a simple failover operation		
3.6	System security and Remote Support	The host servers should support below firmware security.		
		Should maintain repository for firmware and drivers' recipes in the built-in flash drive to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware		
		Servers in Hyperconverged System should support and capable of browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder. Vendor should provide all required licenses for five years.		
		Hyperconverged system should support agentless management using the out-of-band remote management port		
		Hyperconverged system should support embedded remote support capability using out of the band port. This capability should include 24x7 remote monitoring, auto-generated service events, support cases and anywhere, anytime monitoring with cloud-based IT dashboard		
	Support			
4.1	Global Support	Established worldwide support organization that can provide local and remote support up to 24x7, 365, 4 hours response time for 05 years		
		Should have local spare parts depot for replacement parts in Sri Lanka		
4.2	Support Tier	Bidder should provide support for hyperconverged product that can provide resolution support from hypervisor to hardware.		
		Bidder should be authorized by the principle to sell the proposed solution. Please provide the authorization letter from principle.		
		Bidder should be authorized by the principle to provide the after-sales support services.		
		Bidder should be authored by the principle to directly request and collect the replacement parts from the local spare parts depot.		

Section IV. Schedule of Requirements

		<p>Provided solution should have single point of support from the bidder backed by respective principles for:</p> <ol style="list-style-type: none"> 1. Hyper-converged software 2. Hypervisor 3. Backup 4. Hardware 5. Firmware 		
4.3	warranty	5-year comprehensive warranty for all items in proposed solution including all hardware and all Software (Provide proof document)		
		The propose solution must be installed, configured and maintain by the vendor		
5	Manufacture Confirmation (Proof document should Provide)			
5.1		Manufacture Authorization Letter		
5.2		Proposed Brand should have Spare Part Depart in Sri Lanka to Provide 24 x7 Services		
5.3		Proposed Hardware and Software warranty confirmation		
5.4		Proposed Product Manufacture must have at least 3 registered partners in Sri Lanka who have in house certified engineer for proposed solution.		
5.5		If Prosed hardware and software vendor unavailable in Sri Lanka during warranty period manufacture confirmation how to support the customer during the warranty period for free of Charge.		
6	Vendor confirmation (Proof documents should Provide)			
6.1		Detailed breakdown of solution - Bill of material should be provide		
6.2		Bidder should have at least 2Nos Manufacture Certified Engineers for proposed solution (HCI) in house to install, configure and manage proposed Solution at least with 2 previous experiences in similar implementation.		
6.3		Proposed HCI Solution Past experiences last 03 years with 3 USER ACCEPTENCES TEST (UAT) of End Users (Client), out of them at least one order value exceeds LKR 15 million		
	Implementation			
		<p>Implementation should include for HCI platform with a certified engineer and migration of existing physical infrastructure to virtual platform should include with the SOW the Vender must complete the following tasks and any other necessary implementation tasks to the satisfaction of Development Lotteries Board.</p> <ol style="list-style-type: none"> a. Implementation and configuration of the Rack and all the hardware equipment at designated location. Vender should indicate the Power socket specifications and any other requirements from facility perspective to Development lotteries board This will comprise of power consumption of power consumption as well as cooling requirements. b. All cabling work should be to the satisfaction of Development Lotteries Board. All required cables/accessories should be supplied by the vendor 		

		<ul style="list-style-type: none"> c. All the HW systems should be powered on and a Power ON UAT should be signed. This UAT will comprise of Power Cycle and stability testing. d. Bidder should install the Hypervisor platform, HCI, management platforms, clustering of Hypervisor, installation of operating systems for VMs and should perform a user validation test. e. Bidder must perform/assist the Development Lotteries Board to move the existing all the physical and Virtualization workloads to the new HCI environment. f. Vendor must implement the virtualization infrastructure and existing / proposed backup solution to the full satisfaction of the Development Lotteries Board and should demonstrate the functionality after implementation in the form of a User Acceptance Test (UAT). DLB will provide the existing server to use as a backup media server g. Once Development lotteries Board deploy their own Applications, Bidder should do the Backup software integration. Vendor should demonstrate the Backup/Restoration, file level and VM level recovery as well as restoration of offsite backups h. Bidder should demonstrate the functionality of Hypervisor Clustering, total backup solution as part of the UAT. i. A comprehensive UAT plan for Hardware, Virtualization, HCI platform, Onsite and Offsite Backup Solution and Analytical Platform should be submitted as an addendum to the bidder's proposal. j. Bidder will be disqualified for failing to submit a comprehensive UAT plan. k. Bidder should assign a project manager and a dedicated technical lead for the project. l. Bidder should assign a dedicated escalation point for all escalations and conflict resolvable m. The 05-years license period should have to be initiated from the date of finalizing the UAT. 		
	Local Support and Spare	Local and remote support up to 24x7, 4 hours response time, HCI platform should proactively monitored by vendor, Local spare parts depot managed by Original Equipment Manufacturer. (Confirmation letter from the OEM should be provided)		
	Training	2Nos IT Operation Staff of DLB should be trained in OEM Certificate training Center by OEM trainers for the proposed entire solution in order for DLB to guarantee service continuation without third party support.		

Authorized Signature with Seal:.....

Name of the Bidder:

.....

A.2. Active Directory Server

Specification	Requirement	Complied (Yes/No)	Description of the Bidders Offer
Make	(Please Specify)		
Model	(Please specify)		
Country of Origin	(Please Specify)		
Country of Manufacture	(Please Specify)		
Form factor	Rack Mountable		
Processor	Intel Xeon		
Number of Processors	One Processor/Socket		
Processor Cores	At least 8 cores per Processor		
Processor's Base Clock Speed	2.6 GHz or more		
Processor Last Level Cache	16 MB or more		
Expansion slots	Must have at least one socket each from x16 PCIe 4.0 and x8 PCIe 4.0.		
Memory Options	Required Memory with 3200 MHz UDIMM or better. Must have at least 4 free memory slots for expansion		
Memory required	32GB		
Storage Options	Must have at least 4 x 2.5" bays, should be expandable up to 6 x 2.5" bays. Must support a minimum storage expansion using 2.5" SAS solid-state and hard disk drives. System Should Support SAS/SATA 7.2K/10K/15K Hard Drives and SAS/SATA/NVME Solid State Drives		
Storage Drives	3 x 1.2TB 10K 2.5" Hard Disk Drives		
Storage controller	SAS RAID Controller Should be configurable for RAID 0/1/5/10		
Network Ports	1 x Dedicated Management Port (RJ45) 2 x 1 Gbps Embedded Ethernet Ports 4 x 1 Gbps Ethernet Ports (PCIe)		
I/O Ports	5 x USB ports , at least 2 in front 1 x Serial port 1 x VGA port 1 x Graphics port in rear		
Input Voltage	230 V AC 50/60 Hz		
Power supply	redundant Hot pluggable Power Supplies or higher rating		
OS Support and Compatibility	Windows Server 2019 or higher VMware ESXi 7.0 U3 or higher Red Hat Enterprise Linux 8.4 or higher		

Windows License	Windows 2022 Standard with 180 Per user client access license (CALs)		
Remote management	Dedicated 1 Gbps Ethernet out of band remote management port and software license included for all features available		
Warranty	5 years 24*7 support with maximum 4 hours response time		
Technical Support Requirements	01. Remote Technical Support (24x7)		
	02. On-Site Technical Support (24x7)		
	03. Telephone / Remote Technical Support (24x7)		
Manufacturer Authorization	Must be from the original manufacturer of Servers. Reseller authorization from any other party or agent is not acceptable.		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

Read Only

A.3. TOR Switch

* Should be installed and configured to the exiting or newly proposed Rack.

Item	Description	Compliance (Yes / No)	Remarks
Make	<i>(Please specify)</i>		
Model	<i>(Please specify)</i>		
Country of Origin	<i>(Please specify)</i>		
General Features	The vendor should be listed as leaders in Gartner magic quadrant for enterprise wired LAN infrastructure in last 10 years		
	Lifetime License/Subscription for network switches		
	The Switch should be 19-inch rack mountable 1U size.		
I/O ports and slot	The Switch should have minimum of 24 x 10G BASE-T, Ports 4xSFP+ ports, 4 ports of 40GbE/100GbE (QSFP+/QSFP28)		
	Bidder should provide necessary Transceivers & DAC cables		
Performance	The Switch should have minimum of 1.36 Tbps Switching Capacity. (Without stacking)		
	The Switch should have minimum of 1,011 Mbps Switching Throughput (Without stacking)		
Quality of Service (QoS)	Switch should Supports lossless Ethernet networking standards to eliminate packet loss due to queue overflow		
	Switch should support Priority Flow Control (PFC) 2 priorities per port		
	Switch should have a ability to Enhanced Transmission Service (ETS)		
	Switch should support DCB Exchange Protocol (Pre-standard LLDP DCBX IEEE 1.01 version)		
	Should support iSCSI, Lossless iSCSI, RDMA over Converged Ethernet version 2 (RoCE v1 and v2) and Non-Volatile Memory Express (NVMe over Fabrics) storage solutions		
High Availability	The switch should support maximum 2 members in stack		
	The switch should support link aggregation across the stack		
	The Switch stack should be based on Dual Control Plane Architecture		
	The Switch stack should support Active-Active in Layer 2 Communication		
	The Switch stack should support Active-Active Layer 3 (Unicast and Multi-Cast)		
	The Switch stack architecture should be Plug & Play for attaching or removing any switch from the stack without any downtime.		
	Should have Redundant and load-sharing fans and power supplies		
	Should have Hot swappable power supply and fan modules		
	Should support Ethernet Ring Protection Switching (ERPS)		
	Support IEEE 802.3ad LACP		
	Support Unidirectional Link Detection (UDLD)		
	Support Bidirectional Forward Detection (BFD)		
Layer-2 features	Support VLAN Translation (Interface IP for VLAN)		
	Should support Bridge Protocol Data Unit (BPDU) tunneling		

Section IV. Schedule of Requirements

	Switch Should supports standard IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)		
	Supports 4 mirroring groups, with an unlimited number of ports per group		
	Allows operators to manually connect two or more VXLAN tunnel endpoints (VTEP)		
	Switch Should Support Dynamic VXLAN with BGP-EVPN		
	Port PBR VXLAN support		
	Active Packet Forwarding support for VXLAN underlay		
	Route-map support for BGP EVPN AF		
	Should Support Dynamic Segmentation (VXLAN Group-Based Policy (GBP) and Role-based Policies)		
	Enables micro segmentation and role-based policies across the VXLAN overlay		
	Allows stub fabric extender VTEPs to relay VXLAN GBP between static and dynamic VXLAN tunnels		
	Supports up to 1,024 port-based or IEEE 802.1Q-based VLANs		
Layer-3 features	Allows multiple IP addresses on a single routed interface		
	Supports unicast and multicast routing for both IPv4 and IPv6		
	Supports OSPF, BGP and PIM for both IPv4 and IPV6		
	Supported on RoP, L3 lags and Hydra interfaces		
	Network Load Balancing (NLB)		
	PBR and Ingress Policy support		
	Support RIPv2, RIPng, MP-BGP, OSPFv3 & PBR		
Network Security features	The Switch should support IEEE 802.1x for user authentication, authorization and CoA.		
	The Switch should support SSHv2 and SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions		
	The Switch should support TACACS+ and RADIUS authentication enable centralized control of the switch and restrict unauthorized users from the network		
	Supports powerful ACLs for both IPv4 and IPv6. Supports creation of object groups representing sets of devices like IP addresses		
	802.1x, Mac-auth, LUR, DUR, Port-Access Policy, Static Port Filtering		
	Should Support MAC lockdown, MAC lockout, sticky MAC		
	Support Enrollment over Secure Transport (EST)		
	Switch Should support Private VLAN feature		
	Should support RadSec		
Management	The Switch should support configuration of the software image and switch configuration without user intervention.		
	The Switch should have dedicated management port and USB2.0 ports to upload configuration files and image.		
	The Switch should support diagnostic commands to debug issues.		
	The Switch should support system health checks within the switch.		
	The Switch should support Command Line Interface (CLI) for configuration & troubleshooting purposes.		
	The Switch should support Telnet and SSH interface for comprehensive in-band management.		

Section IV. Schedule of Requirements

	The Switch should have status LED and USB Port to transfer configuration and files.		
	The switch should support SNMPv1. SNMPv2c. SNMPv3 and netflow v9		
Warranty and Support	The bidder shall provide 5 years comprehensive manufacturer authorized warranty		
	Guaranteed 8x5 Next Business Day Delivery (for Hardware preplacement).		
	Manufacture Authorization Letter should be provided as per the format provided		
	Vendor Technical Assistance: phone, fax, or email 24 hours a day, 365 days a year and should assist product and troubleshooting issues.		
	Operating system software updates.		
	Should have access to the vendors resources, communities, and tools related to the quoted product.		
	Vendor should have a local depot for RMA and RMA process should be well defined according to the above given response time		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

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A.4. Core Switch

* It should be installed and configured to the existing or newly proposed Rack.

Item	Description	Compliance (Yes / No)	Remarks
Make	(Please specify)		
Model	(Please specify)		
Country of Origin	(Please specify)		
General Features	The vendor should be listed as leaders in Gartner magic quadrant for enterprise wired LAN infrastructure in last 10 years		
	Lifetime License/Subscription for network switches		
	The Switch should be 19-inch rack mountable 1U size.		
I/O ports and slot	The Switch should have minimum of 24 x 10GbE SFP+, Ports 4x 25G SFP56 ports		
	Bidder should provide necessary Transceivers & DAC Cables		
Performance	The Switch should have minimum of 880 Gbps Switching Capacity. (Without stacking)		
	The Switch should have minimum of 660 Mpps Switching Throughput (without stacking)		
Quality of Service (QoS)	Strict priority (SP) queuing and Deficit Weighted Round Robin (DWRR)		
	Traffic prioritization (IEEE 802.1p) for real-time classification into 8 priority levels that are mapped to 8 queues		
	Class of Service (CoS) sets the IEEE 802.1p priority tag based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
	Layer 4 prioritization based on TCP/UDP port numbers		
	Transmission rates of egressing frames can be limited on a per-queue basis using Egress Queue Shaping (EQS)		
High Availability	The switch should support maximum 10 members in stack		
	Provides N+1 and N+N redundancy for high reliability in the event of power line or supply failures		
	IEEE 802.3ad LACP supports up to 256 LAGs, each with up to 8 links per LAG; and provides support for static or dynamic groups and a user-selectable hashing algorithm		
	The Switch stack should support Active-Active in Layer 2 Communication		
	The Switch stack should support Active-Active Layer 3 (Unicast and Multi-Cast)		
	The Switch stack architecture should be Plug and Play for attaching or removing any switch from the stack without any downtime.		
	Should have Redundant and load-sharing fans and power supplies		
	Should have Hot swappable power supply and fan modules		
	Should support Ethernet Ring Protection Switching (ERPS)		
	Support IEEE 802.3ad LACP		
Layer-2 features	Support Unidirectional Link Detection (UDLD)		
	Support Bidirectional Forward Detection (BFD)		
	VLAN support and tagging for IEEE 802.1Q (4094 VLAN IDs)		
	Jumbo packet support frame size of up to 9198 bytes		
	Should Support Rapid Per-VLAN Spanning Tree (RPVST+)		

	Should support MVRP		
	Should supports up to port 4 mirroring groups		
	Bridge Protocol Data Unit (BPDU) tunnelling		
	IPv4 Multicast in VXLAN/EVPN Overlay support		
	Active Packet Forwarding support for VXLAN underlay		
	Route-map support for BGP EVPN AF		
	Should Support Dynamic Segmentation (VXLAN Group-Based Policy (GBP) and Role-based Policies)		
	QinQ support to improve the VLAN utilization by adding another 802.1Q tag to tagged packet		
	Allows stub fabric extender VTEPs to relay VXLAN GBP between static and dynamic VXLAN tunnels		
	Supports up to 1,024 port-based or IEEE 802.1Q-based VLANs		
Layer-3 features	Allows multiple IP addresses on a single routed interface		
	Supports unicast and multicast routing for both IPv4 and IPv6		
	Supports OSPF, BGP and PIM for both IPv4 and IPV6		
	Network Load Balancing (NLB)		
	PBR and Ingress Policy support		
	Support RIPv2, RIPng, MP-BGP, OSPFv3 & PBR		
Network Security features	Access control list (ACL) support for both IPv4 and IPv6		
	The Switch should support SSHv2 and SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions		
	The Switch should support TACACS+ and RADIUS authentication enable centralized control of the switch and restrict unauthorized users from the network		
	Concurrent IEEE 802.1X, Web, and MAC authentication schemes per switch port accepts up to 32 sessions of IEEE 802.1X, Web, and MAC authentications		
	Auto VLAN Creation automates VLAN creation on access switches for authenticated clients		
	Should Support MAC lockdown, MAC lockout, sticky MAC		
	Support Enrollment over Secure Transport (EST)		
	Switch Should support Private VLAN feature		
	Should support RadSec		
Management	The Switch should support configuration of the software image and switch configuration without user intervention.		
	The Switch should have dedicated management port and USB2.0 ports to upload configuration files and image.		
	The Switch should support diagnostic commands to debug issues.		
	The Switch should support system health checks within the switch.		
	The Switch should support Command Line Interface (CLI) for configuration & troubleshooting purposes.		
	The Switch should support Telnet and SSH interface for comprehensive in-band management.		
	The Switch should have status LED and USB Port to transfer configuration and files.		
	The switch should support SNMPvi. SNMPv2c. SNMPv3 and netflow v9		
Warranty and Support	The bidder shall provide 5 years comprehensive manufacturer authorized warranty		
	Guaranteed 8x5 Next Business Day Delivery (for Hardware preplacement).		

Section IV. Schedule of Requirements

	Manufacture Authorization Letter should be provided as per the format provided		
	Vendor Technical Assistance: phone, fax, or email 24 hours a day, 365 days a year and should assist product and troubleshooting issues.		
	Operating system software updates.		
	Should have access to the vendors resources, communities, and tools related to the quoted product.		
	Vendor should have a local depot for RMA and RMA process should be well defined according to the above given response time		

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Name of the Bidder:

Date:

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A.5. Network Attached Storage Device (NAS)

* Should be installed and configured to the exiting or newly proposed Rack.

No	item	Minimum Specifications	Yes/No	Specify Comments
	Storage Brand	Should be a brand from a reputed infrastructure company.		
	Model	Specify the exact model's name of the proposed System		
	Country of Origin	Specify the Country of origin of the proposed storage system		
	Country of Manufacture / Assembled	Specify the country where the proposed storage system manufactured (assembled) in.		
	Storage System	Should be a Network Attached storage system which supports a Both of following drives HDD/SSD 3.5" 6Gb/s 12 or more Drive Bays Hot Swappable Drives capability should support		
	Storage Capacity	Storage Pool-1: Should be configured with no less than 60TB of effective capacity (after RAID6) Storage Pool-2 Should be configured with no less than 20TB of effective capacity (after RAID6)		
	Disk Drives	Each with storage capacity of 8TB or more; Disk Drives should be Specially design for Enterprise level Storage		
	RAM Installed	16GB or more (Please Specify)		
	Storage Interfaces	2 or more Gigabit (RJ45) Ports 2 or more 10GbE SFP+ Ports (include 2 nos 10G SFP+ transceivers and required cabling) 4 or more USB 3.0 Ports		
	Raid Levels	Following RAID Levels Should Support Single Disk, JBOD, RAID 0, 1, 5, 5 + Hot Spare, 6, 6 + Hot Spare, 10, 10 + Hot Spare		
	Support Protocols	Bonjour, DDNS, FTP, SMB, iSCSI HTTP, HTTPS, SNMP 2, SNMP 3, SSH, Telnet, DHCP, IP Filtering, IPv4 and IPv6 Support,		
	Network Service Compatibility	Apple Bonjour Protocol, Apple File Protocol (AFP), DDNS, DHCP, FTP, HTTP, HTTPS, Microsoft Active Directory (AD), Microsoft CIFS, Network File System (NFS), Server Message Block (SMB),		
	Features	PC-less / FTP/ HTTP download, Multimedia files (video and audio) local playing, Automatic file categorization, Backup Server (3rd party software support (Optional):		

Section IV. Schedule of Requirements

		Veeam Backup & Replication, Acronis True Image, Arcserve Backup, Retrospect, Nakivo Backup & Replication, and Veritas Backup Exec)		
	Warranty and Maintenance	Should include 5-Year 24x7 Support and Warranty . Manufacture authorization shall be attached as proof.		
	Operating Temperature & Humidity	0-40 °C and 0-95% relative humidity		
	Dimensions	(Please Specify)		
	Weight	(Please Specify)		
	Power	100-249V AC 50/60Hz, must support dual power supplies		

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Name of the Bidder:

Date:

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A.6. Implementation

A.6.1 Migrate Infrastructure to VMware

	All existing servers (Windows and Linux) should be migrated to the VMware Solution.	Bidder's Offer	
	Description	Yes/No	Remarks
	Physical to virtual conversion		
	VMware platform deployment		
	Fault Tolerance (FT) should be provided 25 VM's		

A.6.2. ToR and Core Switch Configuration

	Description	Bidder's Offer	
		Yes/No	Remarks
9.1	ToR Switches should be stacked up to 40Gbps full duplex stack bandwidth		
9.2	Core Switches should be stacked up full stack bandwidth of 160Gbps		
9.3	Features of ToR and Core switches should be configured according to the requirement of DLB		
	(i) VLAN (ii) Port Mirroring (iii) Static Routes (iv) ACL (v) QoS Policies (vi) Port Security (vii) Trunk groups (viii) SNMP		

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Name of the Bidder:

Date:

A.7. Implementation

Implementation		
No	Implementation Scope: Bidder's Side Implementation	Remark
1	Bidders should follow all industrial standards and best practices when implementing the whole solution.	
2	Even though, at Stage one, only the Primary (production) site will be implemented, the solution for Production site should be capable of stage two DR site implantation.	
3	It is the Bidder's responsibility to check the existing infrastructure and request the required information formally from the DLB.	
4	Bidders should provide a clear technical write-up of the overall proposed solution with clear diagrams highlighting how the required specifications are met.	
5	One of the existing servers will be used for Management and Monitoring.	
6	All proposed equipment must be configured to the existing Racks at "Development Lotteries Board". It is the bidder's responsibility to check the suitability of the existing Racks. If the existing rack is not suitable it is the bidder's responsibility to include appropriate Rack for the proposed equipment. Door Perforation pattern of all racks required to be 40% or above.	
7	The bidder should also include a Rack and Stack Diagrams along with the technical write-up.	
8	Provide fully detailed Logical and Physical diagrams of all implementations.	
9	Maintain the implementation records with all necessary details (ex- Host names, IP Address, Username and Passwords).	
10	Configure the Core switches with failover capability, VLAN, Path redundancy and relevant additional configuration based on the DLB requirements provided.	
11	Configure the TOR switches with failover capability, VLANs, VLAN Load balancing, basic security, routing and traffic filtering according to the details provided by DLB.	
12	Install and configure of new storage with FC connectivity considering high availability (Should be done by certified engineer with best practices)	
13	Make sure to maximize the service resiliency through the new configuration.	
14	Creating Pools and LUNs according to the DLB requirement.	
15	Create the new virtualized environment along with storage, vNetworks and management infrastructure.	
16	Bidders should migrate all existing BareMetal and virtual servers to the proposed VMware cluster. (Mail, AD, Database, Spam filter Linux based, Virus guard console, WSUS, etc.).	
17	Provide a secure remote support solution/methodology.	
18	After the warranty period, the bidder should prove the capabilities of providing the maintenance service with DLB.	
19	Bidders should propose all relevant components and the bidder must provide all necessary accessories relevant to the complete solution.	
20	Bidders must clearly state the power and cooling requirements and other floor space requirements required for the proposed solution.	
21	A signature and an official seal should be inserted on each page on the submission documents.	
22	Install and configure new NAS capabilities to back up the user data of DLB staff.	
23	Provide all the necessary monitoring tools and dashboards to the IT Staff at DLB.	
24	Bidder should provide the necessary training (Training should be done by the certified trainer / Institute) to DLB Staff Members (Two) as per the proposed solution.	

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

4. Technical Specification - Lot B (List of Items)

B.1. Server Rack

No	Feature Description	Requirement	" Complied" Or Not Complied	Remark
1	Brand	(Please Specify)		
2	Model /Part No	(Please Specify)		
3	Size of the Rack: -	Internal -	Usable Hight - 42U	
		External -	(W600 x H2100 X D1200) mm	
4	Standard: -	Should be comply with IEC 297 Standard		
5	Rack Structure: -	Should be a bolted type structure for easy assemble or dismantle,		
		including five bend type vertical Columns for extra strength & it is		
		made from 1.2mm EG.		
6	Doors & Covers: -	Doors -	Lockable Mesh doors with over 78% OA for better air flow	
			should have easy screw less mounting & removing facility.	
		Side Covers -	lockable & should be screw	
			less easy mounting & removing facility.	
7	Mounting Rails: -	it should comply with 19" standard equipment mounting, U markings and		
		adjustable to front or back. 3Nos X 2 should include.		
8	Ventilation: -	Front to back		
9	Cable Entry: -	Top -	2 Nos - Cable Entry Plates	
		Bottom -	1 No - Self Sealing cable entry plates	
10	IP Rating	IP 20		

Section IV. Schedule of Requirements

12	Rack Jointing: -	Rack Structures should be couple as a single unit				
	(For future expansion)	using jointing brackets & Screws. Cable path				
		should be clear between the rack.				
13	Powder Coating: -	All parts of the rack should be Epoxy Polyester				
		powder coated to coating thickness of 60-80				
		Microns. Color should be black RAL 9005				
14	Wheels: -	Front wheels should be lockable type.				
15	Earthing: -	Doors & Covers should have earth stud to earth				
		with Structures & separate earth bar should be				
		include for equipment earthing.				
16	Cable Management: -	2 Nos vertical cable Management trays for both side of back.				
17	Warranty: -					
		5 Years full for Manufacturing Defects.				

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

B.2. EMS

Item	Description	Compliance (Yes / No)	Remarks
Make			
Model			
Country of Origin			
Temperature	Measurement range -40°C to +75°C/-40°F to +167°F		
	Measurement resolution should be 0.1°C increments/0.2°F increments		
	Temperature measurement accuracy should Maximum ±0.3 at -40°C, minimum ±0.3 at +25°C to 75°C Maximum ±0.6 at -40°F, minimum ±0.6 at +77°F and to +167°F		
Humidity	Measurement Range 40°C to +75°C/-40°F to +167°F		
	Measurement Resolution 0.1°C increments/0.2°F increments		
	Measurement Accuracy ±0.5°C accuracy from -10°C to +75°C ±0.9°F accuracy from +14°F to +167°F		
Interface	RJ45 jack to sensor using UTP CAT5e/6		
Power	PoE Power source		
	Power Consumption Typical 75 mWatt, 15 mA		
Maximum Cable Length	Sensor can be extended from the RJ-45 Intelligent Sensor ports on the Base units up to 60 feet, or 18 meters using standard CAT5-6 LAN cable		
Mounting	VHB Tape, Magnetic (optional)		
Operation Environment	Temperature: Min. -35°C – Max. 80°C Humidity: Min.20% – Max. 80% (Non-Condensing)		
Water Sensor			
Measurement Range	Wet or Dry		
Measurement Rate	Multiple readings every second & Able to detect the presence or non-presence of water		
Operating Temperature	-20 °C~60 °C		
Pull Force Limit	Not to exceed 50 lb		
Bend Radius	2 in. (50 mm) minimum		
Pressure	Loads greater than 20 lb (9 kg) per linear inch at 20°C (68°F) may immediately trigger an alarm		
Interface	RJ-45 jack to sensor using UTP Cat 5 wire		
Power Source	Powered by the controller unit. No additional power needed		
Power Consumption	Typical 125 mWatt, 25 mA		
Mounting	DIN rail mounting Screw mounting		
Power Monitoring Sensor (Single Phase)			

Section IV. Schedule of Requirements

Voltage(V)	Rated Voltage (Un) 230 VAC		
	Voltage range 0.7~1.3Un		
Current(A)	Basic current (Ib) 10A		
	Maximum current 100A		
	Operational Current Range 0.4% Ib- I _{max}		
	Over Current Withstand 30I _{max} for 0.01s		
	Internal Power Consumption ≤2W / 10VA		
Frequency (Hz)	50~60Hz ±10%		
Standards	IEC 62053-21		
Temperature range(°C)	10°C – +50°C		
Operating Humidity	≤ 75%		
Accuracy Class	Voltage ±0.5%		
	Amps ±0.5%		
	Frequency (Hz) ±0.2%		
Communication	Type RS485		
	Standard Modbus		
Sensor Probe			
Expansion Port	EXP port connecting EXP Remote Unites BEB port for connecting SPX+ BEB Remote Units – Maximum 4x BEB units per SPX+		
	0U Toolless rack mount, optional wall mount brackets, horizontal 1U mounting or DIN rail brackets.		
Power:	External 5V 3A Power Adapter Input Voltage and Current ratings: 100V~240V – 0.22A		
	LED for power, network connection, sensor online and threshold status.		
	Internal Buzzer for audible alerts		
Operating Environment	Temperature: Min. -35° C – Max.70° C Humidity: Min 20% – Max. 80% (Non-Condensing)		
	MTBF: 10,950,000 Hours		
SPX+ Modules	4x Sensor Ports module 10x or 20x Dry module, available in 3 Configurations: Configurable I/O dry Contact (0VDC/5VDC) Input only 5V Dry Contact, opto-coupled input Isolated input Dry Contact, from 5V to 20V voltage input signal Isolated AC Detection Input 5-30ACV @ 44mA 3G or 4G cellular data modem with extenal antenna. (GSM/CDMA) 4x 0-5VDC / 4-20mA input for third party sensors 4x Mini relays for driving larger relays		

Section IV. Schedule of Requirements

	2x 0-5VDC / 4-20mA input for third party sensors with 2x Mini relays Internal mini-UPS, 4x AA rechargeable batteries		
Smoke Sensor 1-Nos			
Size	(Bidder should specify)		
Additional sensor capacity			
Adjustable treshold	Multiple thresholds per sensor, scheduling, severity levels		
SMS Alert			
Should capable of extend the alarm triger (Buzzer) upto 3m			
Alarm buzzer -02			
Light Source	Super bright LEDs x8 400 flash Times/Minute		
Sound	100dB ±3dB@100cm		
Communication s cable	RJ-45 jack to sensor using UTP CAT5e/6 cable		
Maximum Cable Length	can be extended from the RJ-45 Intelligent Sensor ports on the base units up to 100 feet, or 30 meters using standard. CAT5/6 LAN cable		
Warranty	5 years (24 x 7 comprehensive warranty)		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

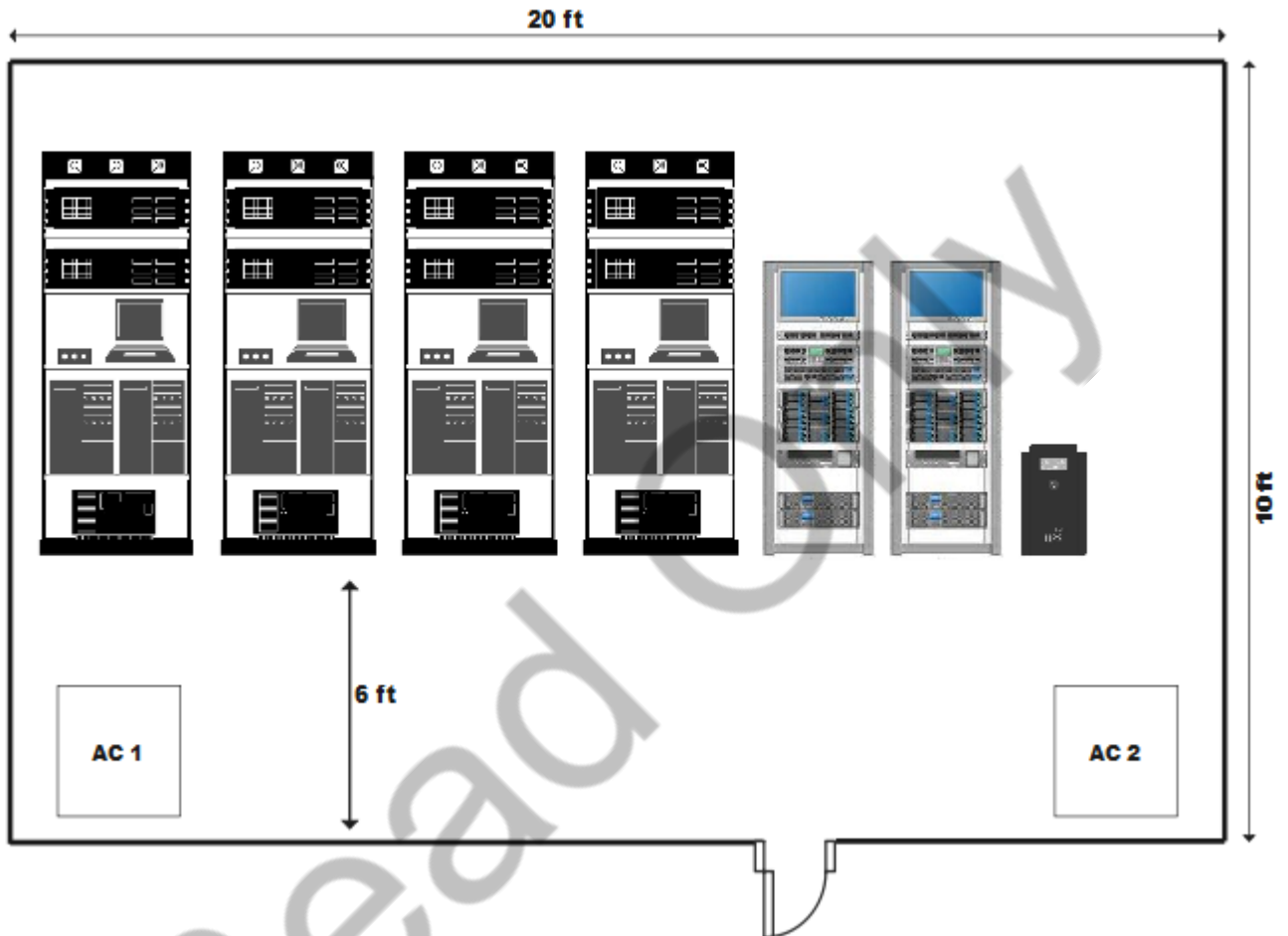
Section IV. Schedule of Requirements

Note: Data Center Rack Arrangement

The bidder is required to rearrange the server rack according to the following diagram and must adhere to industrial standards and best practices.

All the equipment (Firewall, Switches, Patch Panels, etc.) within the racks should be properly numbered and labeled according to the industrial standards and best practices.

All the racks should be implemented on a dust-proof status through the installation of "fixed/ split grommets" where necessary.



Authorized Signature with Seal:.....

Name of the Bidder:

Date:

B.3.1 Data Center Fiber and Copper Cabling between Racks

B.3.1. Data Center Fiber Cabling Between Racks			
Description	Minimum Specification	Bidder's Offer	
		Yes/No	Remarks -
Site visitation to be done by the bidder and should provide appropriate cabling items (patch panels, patch codes, pigtailed etc.) to interconnect the racks according to the industrial standards.			
Brand	(Specify) Should be Globally recognized brand & local representative should be available (Manufacture Authorizations Shall be submitted)		
Model/Part No (Should Mentioned the part Nos for all Required accessories – Cable, Patch Panel, connectors, Patch Cords etc...)			
Product Certifications Shall be provided (ETL/ ISO)			
All Fiber Cables shall be MM OM4 indoor low smoke and halogen free rated	(Please Specify)		
Fiber cables, patch panels, patch codes, pigtailed should be used from a single brand	(Please Specify)		
All patch panel, ports and cables should establish the labeling with industry standards (ANSI)			
appropriate cable testing method to be used and the certificates shall be provided with a up to date calibrated device	(Please Specify)		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

B.3.2. Data Center Copper (UTP) Caballing Between Racks			
Description	Minimum Specification	Bidder's Offer	
		Yes/No	Remarks -
Site visitation to be done by the bidder and should provide appropriate cabling items (patch panels, patch codes, pigtails etc.) to interconnect the racks according to the industrial standards.			
Brand	(Specify) Should be Globally recognized brand & local representative should be available (Manufacture Authorizations Shall be submitted)		
Model/Part No (Should Mentioned the part Nos for all Required accessories – Cable, Patch Panel, connectors, Patch Cords etc....)			
Product Certifications Shall be provided (ETL/ ISO)			
All Cables shall be Category 6A Cables			
Cables, patch panels, patch codes should be used from a single brand			
All patch panel, ports and cables should establish the labeling with industry standards (ANSI)			
appropriate cable testing method to be used and the certificates shall be provided with a up to date calibrated device	(Please Specify)		

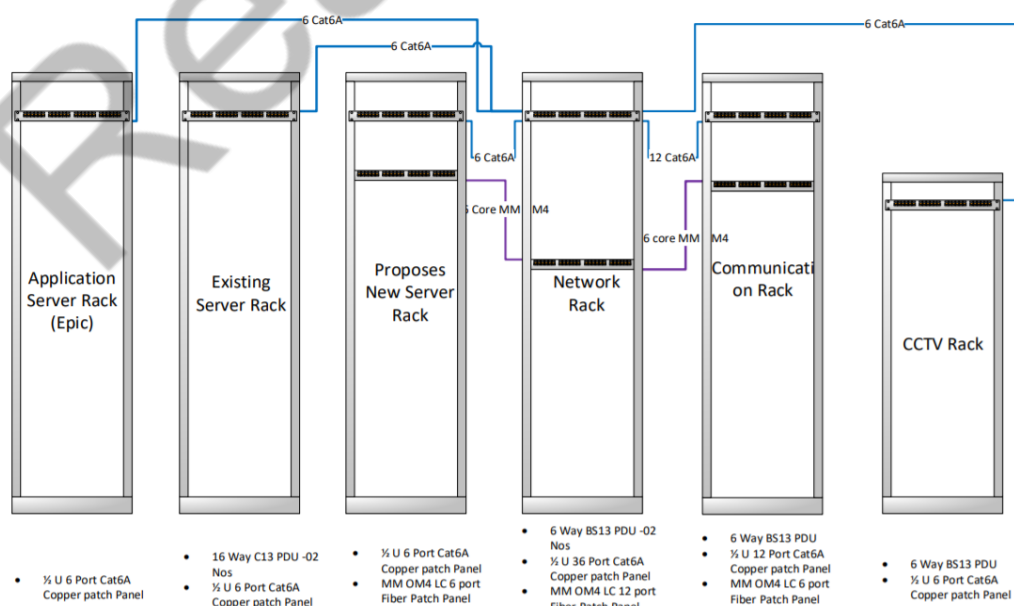
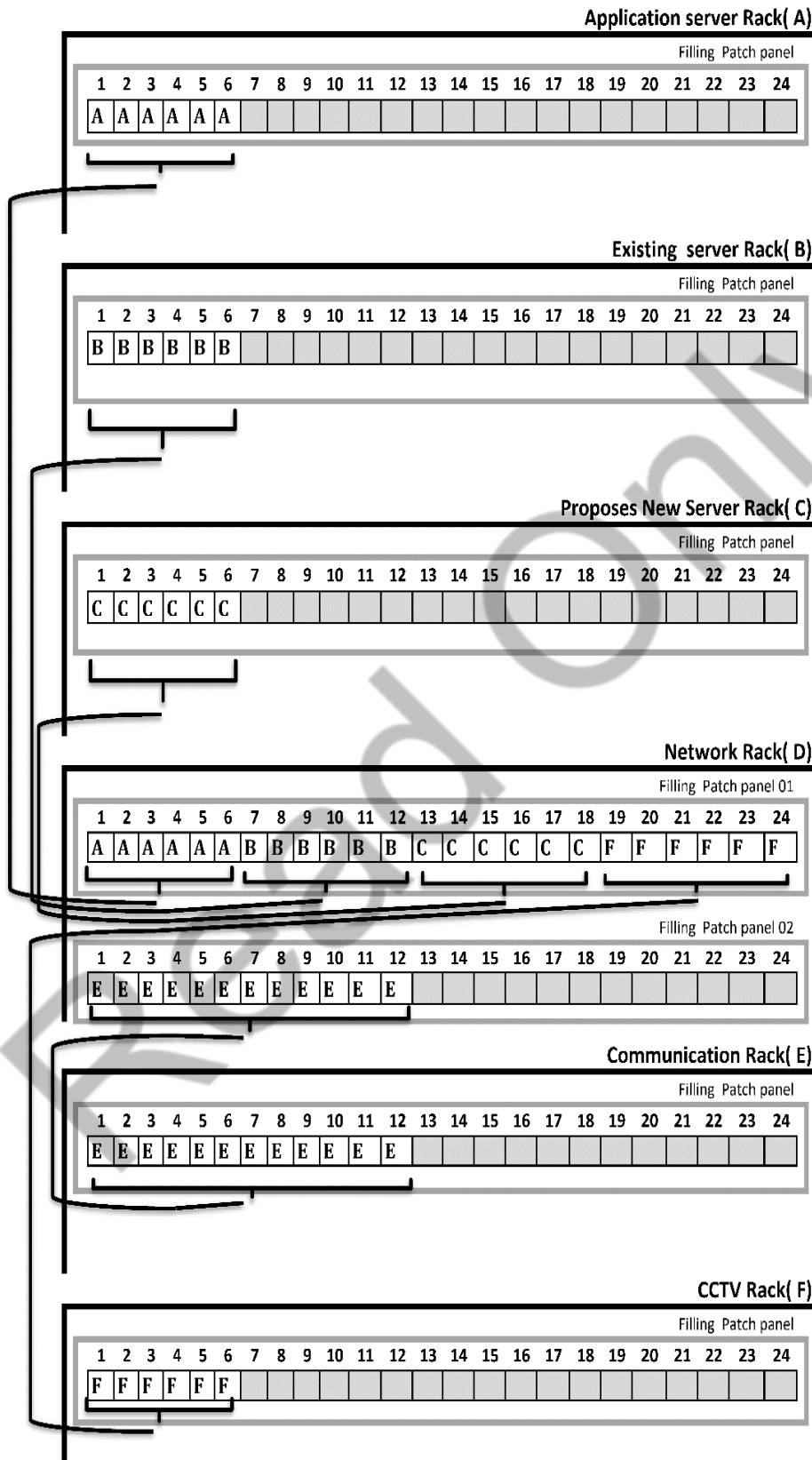


Figure 01

Section IV. Schedule of Requirements



Section IV. Schedule of Requirements

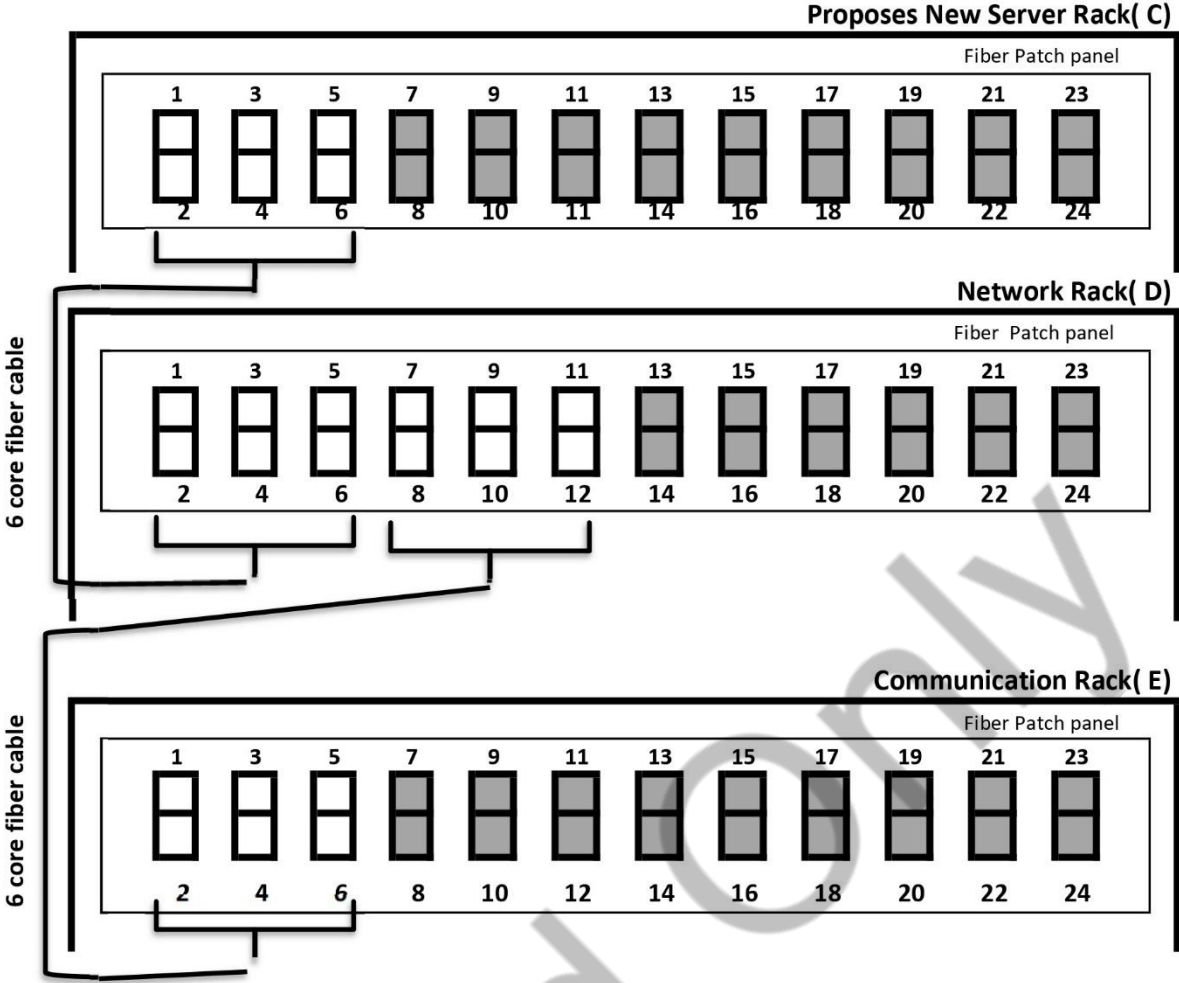


Figure 02

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

5. Technical Specification - Lot C (Power Item Requirement)

C.1. Power Cabling

Bidders are required to complete the power wiring according to the provided diagram. All components must be from reputable brands that have been selling for at least five years in Sri Lanka. A five-year (5Y) warranty is mandatory for all electrical items provided.

C.2. UPS (10 KVA Uninterrupted Power Supply Unit)

Minimum Technical Specifications		Bidder Response (Yes/No)	Technical References (Page Numbers)
10 KVA Uninterrupted Power Supply Unit			
1	Make		
2	Model		
3	Country of Origin <i>(Please submit certificate)</i>		
4	Country of Manufacture <i>(Please submit certificate)</i>		
5	Should provide 3-year manufacture warranty for UPS and Batteries		
6	Manufacture Authorization		
7 System Architecture			
8	Should consist of a Fully standalone unit 10KVA 10KW UPS unit		
9 System Input			
9.1	Input	440V (3ph + N)	
9.2	Voltage tolerance	-25 % + 20 %	
9.3	THDI	< 3 %	
9.4	Crest Factor	3:1	
10	The offered system should be a 10KVA		
11	The system should be scalable up to 30KVA		
12 System			
12.1	Battery charging current should be at least 16A (max)		
12.2	Online mode efficiency should be at least 94% - 25% to 100% Load.		
13 System Output			
13.1	Rated Voltage	230V (1ph + N)	
13.2	Output apparent power [kVA]	10KVA	
13.3	Output active power [kW]	10KW	
13.4	Output Power factor	1	
13.5	Voltage tolerance	± 1%	
13.6	Voltage distortion	< 1 %	
13.7	Overload	125% for 10 minutes, 150% for 1 minute	
13.8	Crest Factor	3:1	
14	Should support dual input mains		
15 Battery Backup			
15.1	10 minutes at rated full load (Load Test arrange by bidder)		
15.2	Above backup should achieve with two battery strings (two separate breakers) in order to improve battery availability		
15.3	The batteries should be hot swappable or 2 String		

Section IV. Schedule of Requirements

15.4	Battery Capacity (AH / Voltage) (Bidder should specified)		
15.5	Battery Qty (Bidder should specified)		
15.6	5 to 8 years' design life span for battery backup under 25c environment and UPS operation charging discharging requirements		
15.7	Battery Type should be Sealed VRLA Type and Europe origin only.		
15.8	Bidder should supply Load Bank for battery backup test		
16	Bypass Operations		
16.1	Should have automatic no break Static bypass during overload on Inverter failure		
16.2	Central bypass		
16.3	Should support at least 150% Overload capability on bypass mode		
16.4	Should consist of a Manual Bypass		
16.5	>10KA Surge Protection Input and Bypass		
17	System Display / On System User Interface		
17.1	Should consist of an LCD graphic mimic panel to display system conditions		
18	Remote Monitoring		
18.1	Should provide comprehensive UPS monitoring software over SNMP / BMS		
19	Standards and Compliance		
19.1	EN 62040-1		
19.2	IEC 62040-2		
20	Factory Testing		
20.1	Before shipment, the manufacturer shall fully and completely test the system to factory standards to assure compliance with the specification, (Detail report required and should be directly sent from the factory to SBC by express courier)		
21	Installation and Commissioning		
21.1	The selected bidder should carry out the installation of the UPS system successfully together with all the required electrical cabling and distribution panel installation.		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

Section IV. Schedule of Requirements

C.3. Rack STS 16A

STS 16A				
	Description	Minimum Specification	Bidder's Offer	
			Yes/No	Remarks
1	Brand	(Specify)		
2	Model/ Part No	(Please Specify)		
3	Country of Origin	(Please Specify)		
4	Country of Manufacture	(Please Specify)		
5	Nominal Input Voltage	200V, 208V, 230V		
6	Input frequency	50/60 Hz		
7	Admitted overload	125% for 1min, 150% for 30 sec		
8	Input Connections	2x IEC C20 (16 A)		
9	Output Connections	1x IEC C19 (16 A), 8x IEC C13 (10 A)		
10	Communication features	slot for optional communication board, 5 dry contacts (voltage-free, configurable), setup connection port for configuration tool		
11	Communication options	SNMP card, RS485 card		
12	Environmental standard	ROHS		
13	Operating Environment	5 - 40 °C		
14	Operating Relative Humidity	5 - 90 %		
15	Warranty	5 years Repair or replace		

C.4. Rack STS 32A

STS 32A				
	Description	Minimum Specification	Bidder's Offer	
			Yes/No	Remarks
1	Brand	(Specify)		
2	Model/ Part No	(Please Specify)		
3	Country of Origin	(Please Specify)		
4	Country of Manufacture	(Please Specify)		
5	Nominal Input Voltage	200V, 208V, 230V		
6	Input frequency	50/60 Hz		
7	Admitted overload	125% for 1min, 150% for 30 sec		
8	Input Connections	Terminal 1x 6P		
9	Output Connections	2x IEC C19 (16 A), 16x IEC C13 (10 A)		
10	Communication features	slot for optional communication board, 5 dry contacts (voltage-free, configurable), setup connection port for configuration tool		
11	Communication options	SNMP card, RS485 card		
12	Environmental standard	ROHS		
13	Operating Environment	5 - 40 °C		
14	Operating Relative Humidity	5 - 90 %		
15	Warranty	5 years Repair or replace		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

C.5. Horizontal PDU

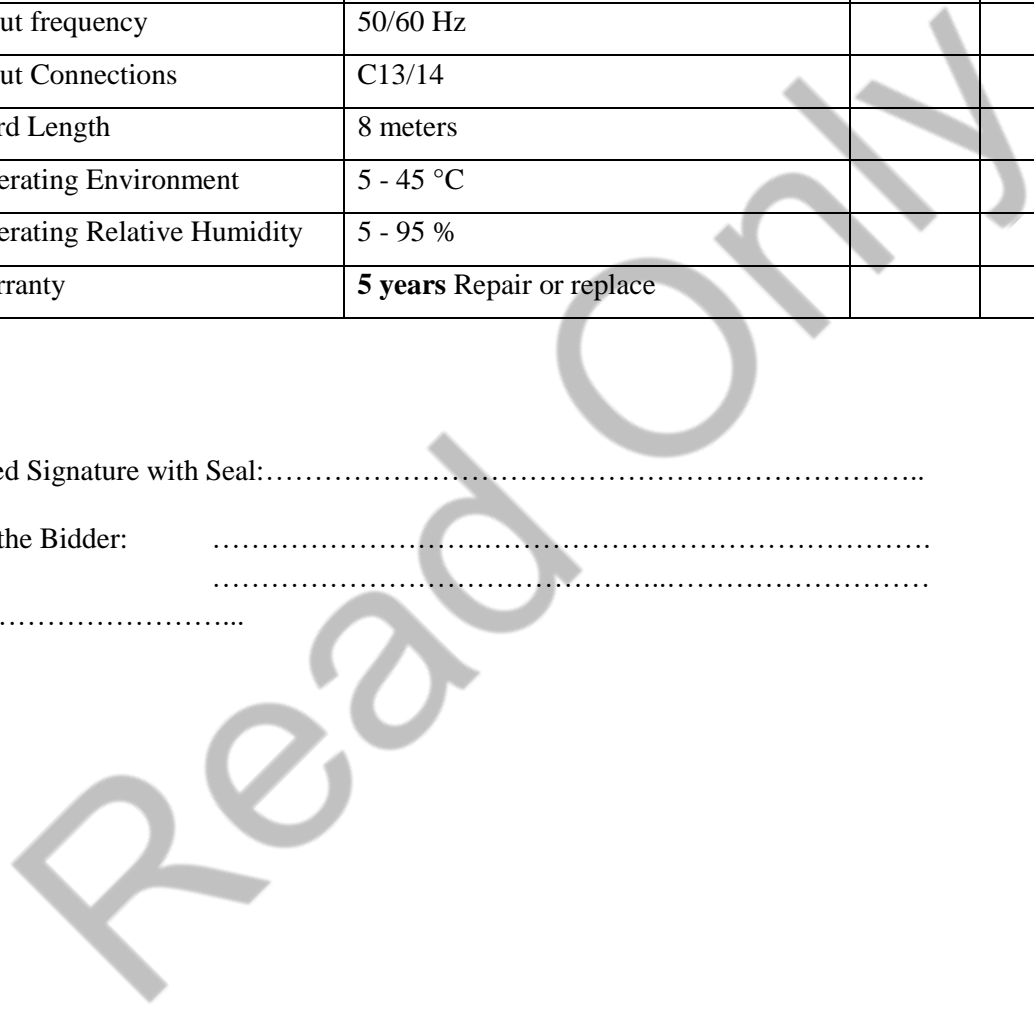
Horizontal PDU				
	Description	Minimum Specification	Bidder's Offer	
			Yes/No	Remarks
1	Brand	(Specify)		
2	Model/ Part No	(Please Specify)		
3	Country of Origin	(Please Specify)		
4	Country of Manufacture	(Please Specify)		
5	Nominal output Voltage	230v		
6	Output Connection Minimum	BS 1363 (06 Nos)		
7	Nominal Input Voltage	200V, 208V, 230V		
8	Input frequency	50/60 Hz		
9	Input Connections	C13/14		
10	Cord Length	8 meters		
11	Operating Environment	5 - 45 °C		
12	Operating Relative Humidity	5 - 95 %		
13	warranty	5 years Repair or replace		

Authorized Signature with Seal:.....

Name of the Bidder:

.....

Date:



Section IV. Schedule of Requirements

C.6. PDU for Server Rack

PDU for Server Rack				
	Description	Minimum Specification	Bidder's Offer	
			Yes/No	Remarks
Should be Same brand of Rack				
1	Brand	(Specify) Should be a worldwide established product and should selling the product more than 10 years in Sri Lanka)		
2	Model/ Part No	(Please Specify)		
3	Country of Origin	(Please Specify)		
4	Country of Manufacture	(Please Specify)		
5	Nominal output Voltage	230v		
6	Total Current Draw	32A		
7	Output Connection Minimum	C13 -36, C19-06		
8	Nominal Input Voltage	200V, 208V, 230V		
9	Input frequency	50/60 Hz		
10	Input Connections	IEC 309 32A 2P+E		
11	Cord Length	8 meters		
12	Maximum Input Current	32A		
13	Operating Environment	5 - 45 °C		
14	Operating Relative Humidity	5 - 95 %		
15	RoHS - Compliant			
16	Warranty	5 years Repair or replace		

Authorized Signature with Seal:.....

Name of the Bidder:

Date:

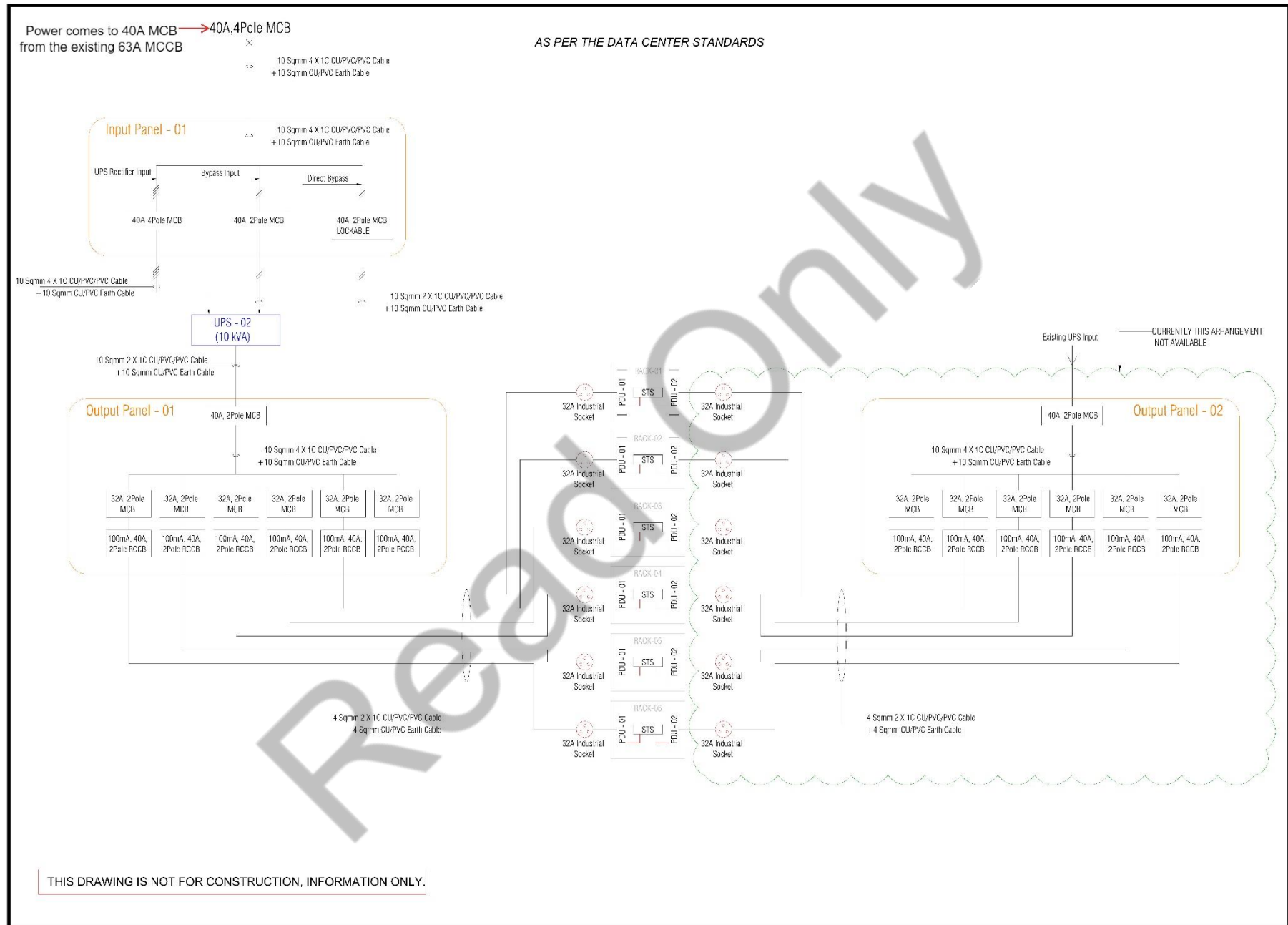


Figure 03

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Section V. 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.

Section V. Conditions of Contract

(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 | <p>The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <ul style="list-style-type: none">(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. |

Section V. Conditions of Contract

- 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, Association
- 6.1 Not allowed
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

Section V. Conditions of Contract

arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related performed under the Contract shall not vary from Services the prices quoted by the Supplier in its bid.
15. Terms of Contract Data 15.1 The Contract Price, shall be paid as specified in the Payment as per the contract data sheet
- 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.

Section V. Conditions of Contract

16. Taxes and Duties
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security
- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copyright
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
19. Confidential Information
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of

Section V. Conditions of Contract

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 and Standards

21.1 Technical Specifications and Drawings

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

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

(b) 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.

Section V. Conditions of Contract

22. Packing and Documents

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

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

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

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

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

Section V. Conditions of Contract

- 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.

Section V. Conditions of Contract

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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

Section V. Conditions of Contract

property right re
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

Section V. Conditions of Contract

date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

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

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

30. Change in Laws and Regulations

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

31. Force Majeure

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

Section V. Conditions of Contract

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

Section V. Conditions of 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

Section V. Conditions of Contract

in CC Clause 3, in competing for or in executing the Contract.

- (e) 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

Section V. Conditions of Contract

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.

Read Only

Section VI. Contract Data

CC 1.1(i)	<p>The Purchaser is:</p> <p>Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02</p>						
CC 1.1 (m)	<p>The Project Site(s)/Final Destination(s) is :</p> <p>Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02</p>						
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Chairman Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02</p> <p>Telephone:0114824824</p> <p>Facsimile number:0769475871</p> <p>Electronic mail address: agmproc@dlb.lk</p>						
CC 10	<p>(a) Original invoice showing the description of the Goods, Quantity, Unit Price, and Total Amount;</p> <p>(b) Delivery Note,</p> <p>(c) Certificate of country of Origin</p> <p>(d) Warranty certificates</p>						
CC 15.1	<table border="1"> <tr> <td data-bbox="440 1136 558 1266">15.1.1</td> <td data-bbox="558 1136 1497 1266">20% of contract value shall be related as an advance payment on submission of an advance payment guarantee issued by the CBSL accepted commercial bank in Sri Lanka.</td> </tr> <tr> <td data-bbox="440 1266 558 1360">15.1.2</td> <td data-bbox="558 1266 1497 1360">Balance payment shall be made in Sri Lankan Rupees within thirty (30) days from the date of the completion of the project.</td> </tr> <tr> <td data-bbox="440 1360 558 1486">15.1.3</td> <td data-bbox="558 1360 1497 1486">05% of the work done value will be deducted from the final payment as the retention money. Retention will be released after 06 months from the date of the Completion.</td> </tr> </table>	15.1.1	20% of contract value shall be related as an advance payment on submission of an advance payment guarantee issued by the CBSL accepted commercial bank in Sri Lanka.	15.1.2	Balance payment shall be made in Sri Lankan Rupees within thirty (30) days from the date of the completion of the project.	15.1.3	05% of the work done value will be deducted from the final payment as the retention money. Retention will be released after 06 months from the date of the Completion.
15.1.1	20% of contract value shall be related as an advance payment on submission of an advance payment guarantee issued by the CBSL accepted commercial bank in Sri Lanka.						
15.1.2	Balance payment shall be made in Sri Lankan Rupees within thirty (30) days from the date of the completion of the project.						
15.1.3	05% of the work done value will be deducted from the final payment as the retention money. Retention will be released after 06 months from the date of the Completion.						
CC 25.1	The inspections and tests shall be: Applicable						
CC 25.2	<p>The Inspections and tests shall be conducted at:</p> <p>Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02</p>						
CC 26.1	<p>The liquidated damages should be half (0.5) percent per week of contract price or part thereof. Maximum amount of liquidated damages 10% of the contract price.</p>						

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Read Only

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 SUPPLYING, INSTALLATION, MIGRATION AND COMMISSIONING OF VIRTUALIZATION REDUNDANCY SOLUTION AND DATA CENTER ENHANCEMENT 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

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.

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)]

Read Only

4. Acceptable Format for Advance payment guarantee

Advance payment securities issued in the format given below is acceptable: -----
--- [Name and address of Agency, and Address of Issuing Branch or Office] -----
Beneficiary: ----- [Name and Address of Employer] Date: -----
----- ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of Contractor/supplier] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- (insert "construction" or "supply") of ----- [name of contract and brief description] (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words]1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire, Insert the date, 28 days beyond the expected expiration date of the Contract Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....

[signature(s)]

NON-DISCLOSURE AGREEMENT- SITE INSPECTION

This Agreement is entered into in Colombo on thisday of, 2025.

BY AND BETWEEN

1) **THE DEVELOPMENT LOTTERIES BOARD**, a body corporate with perpetual succession under Development Lotteries Board Act No.20 of 1997 and having its registered office at No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02, Sri Lanka (hereinafter sometimes referred to as “**Disclosing Party**”, which expression shall, unless repugnant to the context thereof, mean and include **THE DEVELOPMENT LOTTERIES BOARD** its successors and permitted assigns)of the **FIRST PART**;

AND

2) having its registered office at and being a Company incorporated in terms of the Law (hereinafter sometimes referred to as “**Receiving Party**” which expression shall, unless repugnant to the context thereof, mean and include the saidof..... Its successors and permitted assigns) of the **SECOND PART**.

WHEREAS the Disclosing Party has called bids from the public for the Supply, Installation, Migration and Commissioning of Virtualization Redundancy Solution and Data Centre Enhancement of the Disclosing Parties premises.

AND WHEREAS the calling of bids entails inter alia the provision of infrastructure, equipment, accessories, cooling requirements, floor space requirements, data hardware etc;

AND WHEREAS the Receiving Party for the purpose of applying for the hereinabove referenced bid shall be permitted the opportunity to inspect the premises of the Disclosing Party for the task of supplying the relevant equipment, infrastructure, cooling requirements, floor space requirements and other hardware to meet the needs of the Disclosing Party;

AND WHEREAS the Receiving Party its employees, agents and all of its representatives undertakes to protect and ensure the confidentiality of the said specifications and or details pertaining to the said site inspection which will be made available for the Receiving Party’s inspection by the Disclosing Party;

NOW THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

- A. Confidential Information shall specifically mean; all information disclosed by the Disclosing Party to the Receiving Party which shall include but not be limited to all technical specifications, drawings and infrastructure, equipment, accessories, cooling requirements, floor space requirements, data hardware and other details pertaining to the site being inspected in order for the Receiving Party to apply for the above referenced bid. The Receiving Party shall undertake to protect the said confidential information and such information shall be deemed and treated as strictly confidential, non-public information unless otherwise authorized for disclosure by the Disclosing Party. The Receiving Party shall have no authority to disclose the said confidential information except in accordance with this section.

2. **CONFIDENTIAL UNDERTAKING**

- A. It is agreed that the Service Provider shall treat all Confidential Information acquired in the discharge of services contemplated under these presents in the strictest confidence and shall not use or disclose such information for any other purpose other than the discharge of its obligations under these presents.
- B. It shall also be agreed that the Service Provider shall take all reasonable steps and measures to ensure that all confidential information acquired are restricted only to persons designated on its behalf to provide services and coordinate with the DLB in terms of these presents.
- C. The Parties shall further agree that all Confidential Information in the possession of the DLB shall not be disclosed or divulged to any Third Party during or after the duration of these presents.
- D. The Receiving Party will return to the Disclosing Party, or at the Disclosing Party's request, destroy any and all Proprietary Information immediately upon the Disclosing Party's written request.

3. **EXCLUSIONS**

- A. The Parties shall agree that the Receiving Party's obligations under this Agreement shall not extent to information which are-

- I. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- II. Discovered or created by the Receiving Party before disclosure by the Disclosing Party;
- III. Learned by the Receiving Party through legitimate means other than from the Disclosing Party or the Disclosing Party's representatives; or
- IV. Disclosed by the Receiving Party with the Disclosing Party's prior written approval.

4. CONSEQUENCES OF BREACH

- A. Due to the sensitive nature of the confidential information herein described breach by the Receiving Party under this Agreement will result in an irreparable damage to the Disclosing Party for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, the Disclosing Party will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent, discontinue and/or restrain the breach of this Agreement.

5. INDEMNITY

- A. The Receiving Party hereby agrees to indemnify, defend, and hold the Disclosing Party wholly harmless of and from any and all claims, demands, causes of action, loss, liability and expense, including attorney's fees, arising out of or otherwise connected with the breach or alleged breach of any of the terms or conditions contained herein, including:
 - I. Any claim by third parties that are inconsistent with any of the terms or conditions made by the Receiving Party in this agreement; and
 - II. Any material breach by the Receiving Party of this agreement or any representations or warranties made hereunder.

6. DISPUTE RESOLUTION

- A. The Parties agree that the validity and the performance of this Agreement shall be interpreted and governed in terms of the applicable law in force in the Democratic Socialist Republic of Sri Lanka;
- B. The Parties agree that any difference or dispute arising from this agreement shall be settled amicably between the parties and in the event such amicable settlement cannot be reached such dispute or difference shall be referred to Arbitration.
- C. The Parties agree that an Arbitration commenced under this Agreement shall be in accordance with the rules set out in terms of Arbitration Act No. 11 of 1995 applicable in Sri Lanka.
- D. Notwithstanding anything contained in this section, the Parties shall be entitled to commence legal proceedings seeking mandatory or directive injunctive and/or interim relief as shall be necessary to protect the rights and enforce obligations between the Parties hereof.

7. NOTICES

- A. The Parties agree that all notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent by registered post to the Party at its official address and such other communications via e-mail.

8. SEVERABILITY

- A. The parties hereby agree that in the event any clause in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses and Agreement shall not in any way be affected or impaired thereby.

9. MISCELLANEOUS

- A. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, all previous negotiations, representations and promises

having been merged herein. No modification, amendment, or discharge of this Agreement will be binding unless countersigned by a representative of the party sought to be bound.

Section VII. Contract Forms

IN WITNESS WHEREOF the **PARTY OF THE FIRST PART (Disclosing Party)** and the **PARTY OF THE SECOND PART (Receiving Party)** have signed this Agreement on this _____ of 2024 herein above mentioned in the presence of the witnesses:

WITNESSES:

1. **PARTY OF THE FIRST PART (DLB)**

2. **PARTY OF THE SECOND PART
(Receiving Party)**

Read Only

SERVICE AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into in Colombo on thisday of, 2025

BY AND BETWEEN

- 3) THE DEVELOPMENT LOTTERIES BOARD**, a body corporate with perpetual succession under Development Lotteries Board Act No.20 of 1997 and having its registered office at No.356, Dr.Colvin R. De Silva Mawatha, Union Place, Colombo 02, Sri Lanka (hereinafter sometimes referred to as “**DLB**”, which expression shall, unless repugnant to the context thereof, mean and include **THE DEVELOPMENT LOTTERIES BOARD** its successors and permitted assigns)of the **FIRST PART**;

AND

- 4)** having its registered office at and being a Company incorporated in terms of the Law (hereinafter sometimes referred to as **Service Provider** which expression shall, unless repugnant to the context thereof, mean and include the saidof its successors and permitted assigns) of the **SECOND PART**.

WHEREAS the DLB has called bids from the public for **the Supply, Installation, Migration and Commissioning of Virtualization Redundancy Solution and Data Center Enhancement** of the DLB premises (hereinafter sometimes referred to as the ‘Subject Project’);

AND WHEREAS the calling of bids entails *inter alia* the provision of infrastructure, equipments, accessories, cooling requirements, floor space requirements, data hardware etc;

AND WHEREAS the Service Provider has agreed to provide the aforesaid requirement outlined in the bid on behalf of the DLB and has been selected for the task of supplying the relevant equipment, infrastructure, cooling requirements, floor space requirements and other hardware to meet the needs of the DLB;

AND WHEREAS upon the award of the Bid unto the Service Provider, the said Service Provider has agreed to enter into these presents pertaining to the provision of Services and

Non Disclosure of Material Information with the DLB and shall a shall form part and parcel of the Bid documents;

Section VII. Contract Forms

AND WHEREAS the Service Provider agrees to provide services in respect of the aforementioned equipment, infrastructure, cooling requirements, floor space requirements and other hardware supplied to DLB in terms of the bid accepted in keeping with the terms and conditions as follows.

**WHEREFORE IN THE FURTHERANCE OF THE ABOVE;
IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. STATEMENT OF INTENT

- 1.1** The Parties agree that the basis of these presents are to provide for a close co-operation between the DLB and the Service Provider, for support services to be provided by the Service Provider unto the DLB in respect of the infrastructure, equipment and hardware supplied in respect of the Subject Project. These presents aim at creating a conducive environment between the two parties in order to maintain a timely, efficient and trouble free support service unto the DLB during the pendency of these presents.
- 1.2** This Agreement shall be contingent upon each party knowing and fulfilling their respective obligations and working towards the creation of a conducive environment to achieve and maintain targeted optimal service levels.

2. OBJECTIVES

- 2.1** The Parties agree that terms and conditions of these presents and the obligations contained herein aim the attainment of the following objectives:-
- 2.1.1** To create an environment of cooperation and mutual understanding between the Service Provider and the DLB in establishing, maintaining and servicing the Virtualization Redundancy Solution and Data Center Enhancement system of the DLB;
- 2.1.2** To create an environment where the infrastructure, equipment, hardware, and other materials pertaining to the Virtualization Redundancy Solution and Data Center Enhancement system of the DLB is in good order and condition and remains effective for its intended use;

- 2.1.3** To document and outline the responsibilities and obligations of both parties in establishing, maintaining and servicing the Virtualization Redundancy Solution and Data Center Enhancement system of the DLB;
- 2.1.4** To institute a formalized system of objective service level monitoring ensuring that reviews of the Agreement are based on factual data.
- 2.1.5** To ensure that the Service Provider shall not disclose any Confidential Information pertaining to the DLB and its operations.

3. SCOPE OF PROJECT

- 3.1** The Parties covenant and agree that in terms of the bids called by the DLB and the Service Provider duly submitting the same, it has been agreed that for the purpose of meeting the requirement of 'Supply, Installation, Migration and Commissioning of Virtualization Redundancy Solution and Data Center Enhancement' the Service Provider has supplied the infrastructure, equipment and hardware more fully described in Schedule 01 hereof.
- 3.2** The Parties further agree that the Service Provider shall provide services in respect of the material described in Schedule 01 to meet the requirements and to the satisfaction of the DLB as envisaged in these presents.

4. DURATION

- 4.1** The Parties agree that the duration of this Service Agreement shall be for a period of Three (03) Years commencing from the date hereof.
- 4.2** The Parties further agree that during the pendency of the agreement the Service Provider shall be obliged to maintain and provide services in respect of the material described in schedule 01 in keeping with the warranties attached to the said material.

5. CONSIDERATION

- 5.1** The Parties agree that the total consideration for the services subject to these presents shall form part and parcel of the Award of the Bid in respect of the Subject Project. The Parties further agree that the Total Consideration payable unto the Service Provider in terms of the Bid consists of the Product Price component and the Service and Maintenance Component.

5.2 The payment schedule in respect of the bid for the Subject Project shall be more fully described in terms of Schedule 02 hereof.

5.3 The Parties agree that the DLB shall make payment of the Product Price component of the consideration at the stage of acceptance of the Bid and the Service and Maintenance component of the Consideration shall be payable by way of quarterly payment (more fully described in Schedule 02).

5.4 The Parties shall further agree that in the event the Service Provider fails to meet the requirements in service and maintenance contemplated in this agreement, the DLB shall reserve rights to withhold the quarterly payments of the total Consideration Price.

6. SCOPE OF SERVICES

6.1 The Parties agree that the Service Provider shall undertake the sole responsibility of maintenance, rectification of defaults and errors and replacement of material more fully described in Schedule 01 hereof.

6.2 The Parties shall agree that in the event of replacement of materials, the Service Provider shall undertake to effect replacements with Original material in order to maintain the quality and durability of materials in the premises belonging to the DLB.

6.3 The Parties shall further agree that in circumstances where owing to the urgency of repairs and replacements substitute material are replaced, the Service Provider shall take steps to procure and replace the same with original materials.

7. INSURANCE OF MATERIALS

7.1 It is agreed between the Parties that the Service Provider shall take steps to insure all materials described more fully in schedule 01 during the pendency of these presents.

7.2 The Parties shall also agree that the Service Provider shall take steps to provide details of the Insurance obtained in respect of the material described in the Schedule 01 unto the DLB at the commencement of these presents.

8. RESPONSE TIMES FOR SERVICES

8.1 The Parties agree that the Service Provider is obliged to respond to any defaults, repairs and maintenance related issues of the material more fully described in Schedule 01 on a 24 hour basis at all times of the year.

5.5 The Parties shall further agree that the Service Provider shall undertake and oblige itself at responding to any defaults, repairs and maintenance related issues of the material described in Schedule 01 within the earliest possible time of being notified of such requirement. The specific response times in relation the any defaults, repairs and maintenance related issues of the material shall be further detailed in Schedule 03 (more fully described hereinafter.

8.2 The Parties shall further agree that all components of services envisaged under these presents shall be meaningful, measurable and monitored constantly, so in order to be compared with the expected and agreed target levels of both parties.

9. PROCEDURE OF SERVICES

9.1 The Parties agree that upon the reporting a default and the Service Provider receiving notification of such default, the Service Provider shall take steps to submit a job report to the DLB containing of the following information:-

- Reference No:
- Attended Time:
- Description:

9.2 The Parties agree that upon the completion of the relevant service required of, the Service Provider shall report of such completion to the contact person of the DLB and the completion of such task shall be accepted only upon an authorization of the Department of IT of the DLB.

9.3 The Parties agree that a completion of a task shall be marked only upon the final authorization issued on part of the IT Department of the DLB.

10. BREAKDOWN ATTENDANCE

10.1 The Parties agree that all breakdowns in the material more fully described in Schedule 01 hereof shall be treated on High Priority and shall be attended by the Service Provider within one (01) hour of such notification.

11. ON LOAN EQUIPMENT

- 11.1** The Parties agree that in the event a defective material described in Schedule 01 is not repairable on site, then on such event the Service Provider shall undertake to replace equivalent functional equipment until necessary repairs are effected.
- 11.2** It shall be agreed between parties that the Service Provider hereby obliges itself to install and replace equivalent functional equipment within Three (03) working hours of being notified of the relevant defect in material.

12. DEFECTIVE HARDWARE REPLACEMENT

- 12.1** The Parties agree that in the event the material supplied in terms of Schedule 01 hereof are defective in whole or in terms of specific hardware, the Service Provider obliges itself to replace such material or defective hardware in its original form.
- 12.2** The Parties agree that in the event the Service Provider decides to replace defective material or specific hardware thereof with alternate material, in such event the Service Provider shall first obtain the consent and approval of the DLB in respect of such alternate replacement

13. COMMUNICATIONS AND REPRESENTATIVES

- 13.1** The Parties agree that both the DLB and the Service Provider shall nominate representatives upon an agreed criteria of qualification to handle the operation of services in relation to the material described in schedule 01. The parties agree that the persons nominated as representatives on behalf of the Service Provider shall conform to the minimum standards and requirements outlined by the DLB and shall be accepted as representatives only upon the authorization of the DLB.
- 13.2** The Parties shall further agree that all communications between the two parties shall be between the respective representatives nominated by both parties.
- 13.3** It shall also be agreed upon between the parties that all communications between the DLB and Service Provider in relation to the provision of services for material described in Schedule 01 shall be logged in on a reviewable system operated by the DLB.

14. REVIEW AND RENEWAL PROCEDURE

- 14.1** The Parties agree that these presents and the obligations contained thereof shall be made reviewable by both parties annually and upon the mutual agreement of both parties.
- 14.2** The Parties shall further agree that these presents shall be renewable at the mutual agreement of both parties on the basis of a 10% increase of the consideration.

15. NON DISCLOSURE OF MATERIAL INFORMATION

- 15.1** The Parties agree that all hardware, equipment and mode of operation of the DLB premises shall be treated as Confidential Information for all intents and purposes of these presents.
- 15.2** It is agreed that the Service Provider shall treat all Confidential Information acquired in the discharge of services contemplated under these presents in the strictest confidence and shall not use or disclose such information for any other purpose other than the discharge of its obligations under these presents.
- 15.3** It shall also be agreed that the Service Provider shall take all reasonable steps and measures to ensure that all confidential information acquired are restricted only to persons designated on its behalf to provide services and coordinate with the DLB in terms of these presents.
- 15.4** The Parties shall further agree that all Confidential Information in the possession of the DLB shall not be disclosed or divulged to any Third Party during or after the duration of these presents.

16. SEVERABILITY

- 16.1** The parties hereby agree that in the event any clause in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses and Agreement shall not in any way be affected or impaired thereby.

17. DISPUTE RESOLUTION

17.1 The Parties agree that the validity and the performance of this Agreement shall be interpreted and governed in terms of the applicable law in force in the Democratic Socialist Republic of Sri Lanka;

17.2 The Parties agree that any difference or dispute arising from this agreement shall be settled amicably between the parties and in the event such amicable settlement cannot be reached such dispute or difference shall be referred to Arbitration.

17.3 The Parties agree that an Arbitration commenced under this Agreement shall be in accordance with the rules set out in terms of Arbitration Act No. 11 of 1995 applicable in Sri Lanka.

17.4 Notwithstanding anything contained in this section, the Parties shall be entitled to commence legal proceedings seeking mandatory or directive injunctive and/or interim relief as shall be necessary to protect the rights and enforce obligations between the Parties hereof.

18. NOTICES

18.1 The Parties agree that all notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent by registered post to the Party at its official address and such other communications via e-mail.

IN WITNESS WHEREOF the **PARTY OF THE FIRST PART (DLB)** and the **PARTY OF THE SECOND PART (Service Provider)** have signed this Agreement on this.....of 2024 herein above mentioned in the presence of the witnesses:

WITNESSES:

1. **PARTY OF THE FIRST PART (DLB)**

2. **PARTY OF THE SECOND PART**

(Service Provider)

ATTACHED SCHEDULES AS FOLLOWS:**SCHEDULE 01**

Attach details as to the products/hardware etc. provided by the Service Provider.

A	Description of Goods	Qty.
A.1	HCI server hardware + HCI license	3
A.2	Active Directory Server	1
A.3	ToR switch	2
A.4	Core Switch	2
A.5	Network attached storage device (NAS)	1

B	Description of Goods or related services	Qty
B.1	Server Rack	1
B.2	EMS & Data Center Rack Arrangement	1
B.2.1	Temperature & Humidity Sensor	4
B.2.2	Smoke Sensor	1
B.2.3	Leak Rope Sensor - 20 ft. -01	1
B.2.4	Alarm buzzer -02	2
B.3.1	Data Center Fiber cabling between racks	1
B.3.2	Data Center Copper (UTP) Cabling Between Racks	1

C	Description of Goods	Qty.
C.1	Power Cabling	01
C.2	UPS	01
C.3	Rack STS 16A	01
C.4	Rack STS 32A	05
C.5	13A Horizontal PDU	06
C.6	PDU for Server Rack	02

SCHEDULE 02

Attach details as to quarterly payments due to the Service Provider. Exact payments deadlines and amounts.

- No advanced payment will be made at the time of project acceptance.
- Fully payment will be made within days after the completion of implementation.
- The Service Level Agreement (SLA) will renew by DLB after one year at the same price at the end of each contract period, up to a maximum of five years

SCHEDULE 03

24x7 support service with call logging facility (Telephone ,E-mail and Fax)

Response Time	1 hour
Resolution Time	4 hours
Service support	24x7x365

Attach details as to the exact response times in relation to the default, repairs and other maintenance work

Read Only

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