



**Ministry of Finance, Planning and Economic Development
Development Lottery Board**

**Supply of Microsoft Windows Server 2025 Standard Licenses,
Microsoft SQL Server 2025 Standard Licenses, and a 3- year
Backup Server Software Subscription**

BID No DLB/PRO/07/2026/20

Bidders Name :-

Receipt No :-

**Development Lotteries Board,
356. Dr. Colovin R. De Silva Mawatha,
Colombo 2.**



2026.08.07



PROCUREMENT NOTICE
Ministry of Finance, Planning and Economic Development
DEVELOPMENT LOTTERIES BOARD
Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025
Standard Licenses, and a 3- year Backup Server Software Subscription
DLB/PRO/07/2026/20

Chairman, Minor Procurement Committee, on behalf of the Development Lotteries Board invites sealed bids from Interested eligible bidders for Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses, and a 3- year Backup Server Software Subscription for the DLB.

02. Bidding will be conducted according to the National Competitive Bidding (NCB) Procedure.
03. A complete set of Bidding documents in English language could be inspected and purchased upon submission of the written request by the supplier in the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R De Silva Mw, Union Place, Colombo2, from **10.08.2026** to **31.08.2026** (during working days) between 09.00 am to 03.00 p.m, upon payment of the non - refundable document fees **Rs. 2,360.00(with VAT)** The method of payment will be in cash.
04. The bids should be accompanied by a Bid Security as stated in the bidding document.
05. All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid. If not submitted treated as rejection of bid.
06. Pre-bid meeting is scheduled at 2.30 p.m on **18.08.2026** at the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.
07. Bidders should furnish all the detailed information as required in the Bidding Documents.
08. As per the Bid Conditions, Bids shall be delivered in duplicate with marked as top left hand corner of the envelopes “**Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses, and a 3- year Backup Server Software Subscription (Bid No:- DLB/PRO/07/2026/20)**”.to reach the Chairman, Minor Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 02., Sri Lanka, not later than **02.30 p.m** on **01.09.2026** and no bids will be accepted thereafter.
09. Bids should be forwarded by registered post or deposited in the Box provided at Procurement Division of the Development Lotteries Board, at the above address. Bids will be **closed at 02.30 p.m** on **01.09.2026** and bids will be opened soon after closing time in the presence of bidder’s representatives.
10. The bidding documents could be referred from the dlb website: www.dlb.lk

Chairman,
Minor Procurement Committee,
Development Lotteries Board,
356. Dr. Colvin R. De Silva Mawatha,
Colombo 2.
Tel: 011 4824824
www.dlb.lk
10.08.2026



Section I. Instructions to Bidders (ITB)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a bid for the Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses, and a 3- year Backup Server Software Subscription 1.2. Eligibility Criteria 1. The bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka. Bidder should have minimum 03 years experience in the similar field. 2. The bidder should have a minimum of 3 years' experience in providing enterprise-level backup solutions. In addition, the bidder should have an average annual turnover of not less than Rs. 20 Mn per annum during the preceding past 3 financial years.
B: Contents of Documents	
2. Contents of Documents	The documents consist of the Sections indicated below. Section I. Instructions to Bidders (ITB) Section II. Data Sheet Section III. Schedule of Requirements Section IV. Bid Form and Technical Specifications & Compliance Section V. Bid submission Form(s) Section VI. Bid Security Section VII. Performance Security Section VIII. Manufacturing Authorizing Section IX. Agreement
C: Preparation of Bid	
3. Documents Comprising your Bid	The bid shall comprise the following: A. Bid Submission Form and the Price Schedules B. Bid Security C. PCA – 03 Certificate D. Customers list with contact numbers for same items has been sold for last 03 years. (Certified copies of the Purchase Order (P.O.), Letter of Award, or Confirmation Letter as documentary evidence to substantiate the required experience.) E. A copy of Company Registration Certificates F. Evidence for financial and technical capability to carry out the contract. (Documentary evidence should be submitted to prove the ability) Audited financial statements for immediate last 03 years should be submitted.

	G. Evidence for the bidder should have a minimum of 3 years' experience in providing enterprise-level backup solutions. In addition, the bidder should have an average annual turnover of not less than Rs. 20 Mn per annum during the preceding past 3 financial years. H. VAT Clearance and VAT registration copy I. Other details if necessary
4. Bid Submission Form and Price schedules	The bidder shall submit the bid Submission Form using the form furnished in Section V. 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.
5. Prices and Discounts	Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. The price to be quoted in the Bid Submission Form shall be the total price of the bid, including any discounts offered. The applicable VAT shall be indicated separately. 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 shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The bidders shall quote only in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	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 IV, "Technical Specifications & Compliance with Specifications". The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given. If stated in the Data Sheet the bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.
8. Period of Validity of bid	8.1 Bids shall remain valid for the period of Seventy Seven (77) days from the bid submission deadline date.
9. Format and Signing of Bid	9.1 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.

D: Submission and Opening of Bid	
10. Bid Security	Bidder should be submitted bid security on behalf of the chairman of Development Lotteries Board value for Rs.150,000.00 to obtain from a reputed Commercial bank as per the sample format attached here with Validity period is 105 days (up to- 15.12.2026) from the date of closing of the bid if not submitted treated as a disqualification
11. Submission of Bid	Bidders may submit their bids by registered post or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number. If the bid is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
12. Deadline for Submission of Bid	12.1 Bid must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
13. Late Bid	13.1 The Purchaser shall reject any bid that arrives after the Bid deadline for submission of bids
14. Opening of Bids	The Purchaser shall conduct the opening of bid in public at the address, date and time specified in the Data Sheet. A representative of the bidders may be present and mark its attendance.
E: Evaluation and Comparison of Bid	
15. Performance Security	Within 10 days of the notice of the award from the purchaser. The selected bidder shall furnish the performance security on behalf of the chairman of Development Lotteries Board as per the form attached herewith. Validity period is 120 days from the date of the letter of award. Value of the Performance Security value is 10% of the contract amount.
16. Clarifications	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 seven (07) days prior to the deadline for submission of bids The Purchaser's request for clarification and the response shall be in writing.
17. Responsiveness of Bids	The Purchaser will determine the responsiveness of the bid to the documents based on the contents of the bid received. If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
18. Evaluation of bid	18.1 The Purchaser shall evaluate each bid that has been determined, to be substantially responsive. 18.2. To evaluate a bid, the Purchaser may consider the following mandatory requirement.

	• The bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka. • Bidder should have minimum 03 years experience in the similar field. 18.3. Bids will be evaluated separately as Item No- 01 and Item No- 02 as per the section III requirement a technical Specification for this procurement. 18.4 DLB has right to award this bid among the one or two responsive bidders considering the bid value. 18.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.
19. Purchaser's Right to Accept any Bid, and to Reject any or all Bids	19.1 The Purchaser reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.
F: Award of Contract	
20. Acceptance of the Bid	20.1 The Purchaser will accept the bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
21. Notification of acceptance	21.1 Prior to the expiration of the period of validity of bid, the Purchaser will notify the successful bidder, in writing, that its bid has been accepted.
22. Payments	22.1 Payment will be made within 30 days after submission of the completion report and no any advance payment made;
23. Termination Clause	23.1 The Chairman of Development Lotteries Board has the right to terminate the agreement; in the event of the services do not meet the requirements Specified in the tender document.
24. Agreement Period	24.1 All license renewals shall be completed within 7 days from the date of the Letter of Award, including the 3-year subscription of backup Server Software license for the bulk of the items sold.
25. Governing Law	25.1 The tenders and any contract resulting there from shall be governed by and construed according to the Law of Sri Lanka.
26. Liquidated Damages	26.1 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.
27. Manufacture's Authorization	27.1 Should be provided.

Chairman,
Minor Procurement Committee,
Development Lotteries Board,
No. 356, Dr. Colvin R De Silva Mawatha,
Union Place,
Colombo 02

Section II: Data Sheet

ITB Clause Reference	
1.1	The Purchaser is : Chairman, Minor Procurement Committee, Address: Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02
5.1	Bidders are allowed to quote for all items
7.3	Manufacture's Authorization is required.
11.1	Address for submission of Bids is : Chairman, Minor Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 Deadline for submission of bids is 2.30 p.m. 01.09.2026
13	The bids shall be opened at the following address: Chairman, Minor Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 Bids will be opened on 2.30 p.m. 01.09.2026
16 ¹	Other factors that will be considered for evaluation are QCBS methods.

¹ Insert only if additional factors other than price is considered for evaluation.

Section III: Schedule of Requirements and Technical Specification

➤ Item No – 01

Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses

- All licenses shall be genuine, brand new, perpetual licenses issued under the name of the Development Lotteries Board through an authorized Microsoft licensing channel/program.
- The bidder must be an authorized Microsoft partner/reseller in Sri Lanka and shall submit documentary evidence of the partnership with the bid.
- Licensing shall follow the Microsoft core-based licensing model. Windows Server 2025 Standard licenses are requested as 2-Core packs and 16-Core licenses as itemized below; each server/VM requires a minimum of 16 core licenses.
- Downgrade rights to earlier versions (e.g., Windows Server 2022/2019, SQL Server 2022/2019) shall be available where required by DLB.
- All client licenses are required to be added to the DLB license portal.

	Product Description	Qty.
Perpetual	Windows Server 2025 Standard - 2 Core	32
Perpetual	Windows Server 2025 Standard - 16 Core License Pack	26
Perpetual	SQL Server 2025 Standard Edition	10

No	Server	Windows 2025 STD	SQL 2025 STD	Number Of Cores	License	
					2 Core *16	16 Core
1	A	1	1	32	16	0
2	B	1	0	32	16	0
3	C	1	0	16	0	1
4	D	1	0	16	0	1
5	E	1	1	16	0	1
6	F	1	0	16	0	1
7	G	1	0	16	0	1
8	H	1	1	16	0	1
9	I	1	0	16	0	1
10	J	1	1	16	0	1
11	K	1	1	16	0	1
12	L	1	1	16	0	1
13	M	1	1	16	0	1
14	N	1	1	16	0	1
15	O	1	0	16	0	1
16	P	1	0	16	0	1
17	Q	1	0	16	0	1
18	R	1	0	16	0	1
19	S	1	0	16	0	1

20	T	1	0	16	0	1
21	U	1	0	16	0	1
22	V	1	0	16	0	1
23	W	1	0	16	0	1
24	X	1	0	16	0	1
25	A-T (Testing)	1	1	16	0	1
26	C-T (Testing)	1	0	16	0	1
27	E-T (Testing)	1	1	16	0	1
28	I-T (Testing)	1	0	16	0	1
		Total SQL	10	Total Windows SVR	32	26

**Note: All Statement of Conformity should be supported by relevant proof documentation.
Without such documentary support, the bid will be considered non-responsive**

I hereby certified above details are true and accurate.

Authorized signature :

With seal

Company Name :

Company Address :

Vat No :Tel/Fax :Contact Person :

Date :

Technical Specification for Backup Software**Backup Server Software (3-Years Subscription)**

Product Name	<Bidder should Specify >		
Country Of Origin	<Bidder should Specify >		
Component	Required Functionalities / Features	Comply (Y/P/N)	Remark
General	1) Single web- based management console for backup, replication, recovery, reporting, and monitoring .		
	2) The solution must be a Gartner leader quadrant for more than 5 years		
	3) The proposed Solution should support backup console installation on Windows and Linux OSs if needed		
	4) The proposed solution should be able to backup and restore Windows Server 2016 or above and All Linux Flavors (RHEL, Ubuntu, etc.)		
	5) The proposed solution should be able to backup and restore VMWare, Hyper-v, Kubernetes.		
	6) The Proposed solution must support integration VTL and Tape library. (without any addon license)		
	7) The proposed solution should not have any technical limitations. Ex: - Number of Files, Size, VMs, etc. Mention any limitations.		
	8) The proposed Solution must be capable of encrypting\decrypting data-in- transit(D-T) and data-at-rest(D-R).		
	9) The proposed must support real-time DB backups. Ex for DB's - MS SQL, My SQL, Oracle DB, PostgreSQL, and Mongo DB.		
	10) The proposed should support and be able to backup NFS, and CIFS shares mounted to the server.		

General	11) The proposed Solution must support a higher Deduplication and compression ratio.		
	12) The proposed Solution must support low bandwidth utilization.		
	13) The proposed Solution must support backup replication to DR using WAN. It should support wan optimization to reduce network utilization.		
	14) The proposed Solution must be able to perform replication of virtual machines. (without additional license)		
	15) The proposed Solution must be able to schedule the backups and replication at the desired times		
	16) The proposed Solution must be able to be integrated with the DLB Active Directory for authentication		
	17) The proposed solution must provide proven technology such as “air gap” or similar advanced features to protect backup from ransomware .		
Security and Compliance	1) The proposed solution must be comprehensive, compliant, and secure for Ransomware resiliency (If product compliance needs to provide compliance Governance, standards bodies details need to be provided) Proposed solution should have a security and compliance dashboard built with the product.		
	2) The proposed solution should have its own on- demand malware scans capability for malware attacks.		
	3) The proposed solution should have anomaly detection and blocking mechanism. (The backup should pause for the detected clients)		
	4) The Proposed solution should support for immutable storages and enable WORM on backups.		
	5) The Proposed solution should facilitate Role Based Access Control (RBAC).		
	6) The proposed Solution must have MultiPerson Authorisation for critical modifications		
Security and Compliance	7) The proposed Solution must have MultiFactor Authorisation for console login		
	8) The Proposed Solution must work in a zero trust architecture. It should manage certificate base authentication in every backup.		

	9) The proposed solution must be capable of locking or freezing the console for all users from making changes in the event of suspicious activities or unauthorized actions being detected.		
Reporting	1) The Proposed solution must be able to schedule to generate reports / Audit-related reports and send them via e-mail.		
	2) The proposed solution should include SaaS-based reporting capabilities to enable easy access from anywhere.		
	3) The Proposed solution able to create a customized report		
Monitoring	1) The proposed solution must be able to limit access to the dashboard in the user category.		
	2) The proposed solution should include SaaS-based monitoring capabilities to enable easy access from anywhere for monitoring and basic management purposes.		
	3) The proposed Solution should have dashboard that can view backup Failure and success rate, risk score calculations, recommended security baseline values, audit and event info and etc. in the backup environment.		
	4) The proposed Solution should have Real-time status update of the Jobs and Alerts for Job Success/Failure.		
	5) The proposed solution should able to view storage free capacity, deduplication ratio, tape library status.		
	1) The Proposed solution must support Deduplication, Compression, Encryption, and Snapshot		
	2) The Proposed solution must Common file systems (ex: NFS,CIFS) backup should be supported.		
	3) The Proposed solution should be technically isolated and protect the backup traffic from the production traffic.		
	4) The Proposed solution must support BMR backup for Windows/Linux physical server		
	5) The proposed solution must support P to V conversion for windows and linux.		
	6) The Proposed solution Full, incremental, and differential backup should be supported.		

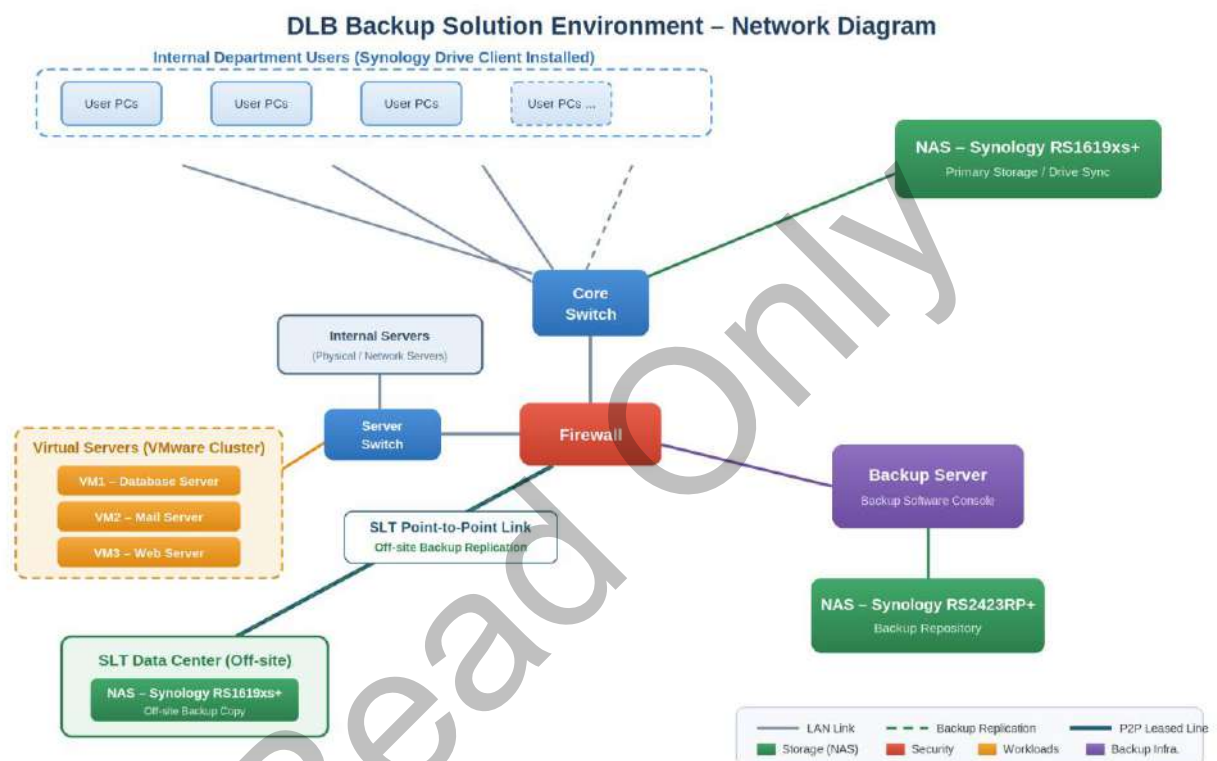
Supported Backup features	7) The Proposed solution must support inline deduplication and global deduplication.		
	8) Solution must support to exclude unwanted files/folders/vmdisks and be able to backup only the required data.		
	9) The Proposed solution must able to accelerate and multistream backup		
	10) The Proposed solution must able do Agent-based and Agentless Backup should be supported.(Vm level)		
	11) The proposed solution must able to backup even OSs like Windows 2016 (File Level)		
	12) The Proposed solution must able do Agent-based and Agentless Backup should be supported.(File level)		
	13) The Proposed solution must support SAN base backup		
	14) The Propose solution support for Disk to Disk/ Disk to Cloud and Disk to Tape backup.		
	15) The Propose solution support for Disk to Disk to Tape / Disk to Disk to Cloud backup copy.		
	16) The Proposed solution must able to optionally select how to identify VMs (display name/hostname/DNS/UID)		
Supported Recovery features	1) The Proposed solution must support Granular Restoration		
	2) The Proposed solution must capable Instant File-Level recovery		
Supported Recovery features	3) The Proposed solution must capable Instant, Full, DB, and virtual machine recovery		
	4) The Proposed solution must capable recover individual Objects for any VM		
Other Features	1) The solution must be able to live mount VM servers on to the VM Host appliance and provide high performance and low response time during mounting		
	2) The Proposed solution must provide full licensing visibility by providing licensing status and consumption.		
	3) The Proposed solution should support an alerting feature by Email, SMS, and visual.		
	4) The Proposed solution must maintain an audit trail to track the operations of the users and the changes that they have made		

Licensing	1) The License must be on capacity based (FETB)		
	2) License should be for 3 years & it should be renewable there after		
	3) Capacity 10TB minimum		
	4) All required features and options should be included within a single licensing model without requiring additional add-ons. This should include features such as: Tape support Deduplication Instant recovery Replication Ability to implement additional backup console or data mover components at remote sites.		
Product Support	1) The proposed product shall be covered by comprehensive manufacturer support for a		
Product Support	minimum period of five (5) years from the date of acceptance/commissioning.		
	2) During the support period, need to provide all available firmware updates, security patches, bug fixes, hotfixes, minor releases, major version upgrades, and software updates released by the manufacturer at no additional cost to the purchaser.		
Special notes	The datasheet must be submitted with the bid, and the corresponding feature references must be indicated in the remarks section		
	For features that are fully supported, indicate 'Y' in the Comply column ,If not indicate 'N' in the Comply column. For features that are partially supported, indicate 'P' in the Comply column.		
	Details of the endpoint operating systems and databases will be provided during the pre-bid meeting		

No	Description	Quantity
1	Backup Software with 3-year subscription	01
2	Implementation and Commissioning	01
3	Service Level Agreement (SLA)	01

Implementation and Commissioning

The bidder shall be responsible for the complete implementation and commissioning of the enterprise backup software (Item 02) into the DLB production environment, in coordination with the DLB IT Department, with minimal disruption to business operations. The existing backup environment is illustrated in the network diagram below.



Scope of Work

1. The bidder is required to configure the backup software and associated equipment according to the network diagram above.
2. Connectivity of all components will be handled by the DLB IT Department.
3. The bidder shall install and manage the backup software on the existing backup server (HP DL380 G10) and configure the backup policies according to the DLB backup plan.
4. The backup plan and workload information will be provided by DLB.
5. All internal staff data is backed up to the internal Synology device connected to the core switch; internal users have the Synology Drive client installed and back up to the Synology drive (RS1619xs+).
6. The Synology RS2423RP+ is used for server backups.
7. The three Synology NAS devices and the HP DL380 G10 backup server hardware are maintained by DLB.

Service Level Agreement

SERVICE AGREEMENT – ENTERPRISE BACKUP SOFTWARE AND SUPPORT SERVICES

This agreement ("Agreement") is made and entered into and shall take effect, commencing on the 1st day of and ending on, by and between

Supplier, a company duly incorporated in the said Republic of Sri Lanka under the Companies Act No. 7 of 2007 under Registration No. PV and having its Registered Office at in the said Republic of Sri Lanka (hereinafter sometimes called and referred to as the "Supplier" which term shall where the context so requires mean and include the said Supplier, its successors and permitted assigns) of the One Part; and

Development Lotteries Board, a body duly incorporated / established in the said Republic of Sri Lanka under and having its Registered Office / principal place of business at in the said Republic of Sri Lanka (hereinafter sometimes called and referred to as the "DLB" same as above term shall where the context so requires mean and include the said Development Lotteries Board, its successors and permitted assigns) of the Other Part.

[Individually, a "Party", together, the "Parties"]

WHEREAS

- A) The DLB is in the business of
- B) SUPPLIER is in the business of providing enterprise data protection, backup and recovery solutions;
- C) At the request of the DLB, <SUPPLIER> has agreed to supply the enterprise backup software and provide the services set out in Annexure A hereto ("Services") in order to protect and maintain the systems and software listed therein (hereinafter 'the Backup Environment'); and
- D) The Parties are desirous of entering into this Agreement to record the terms applicable to the provision of the Services.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of the mutual covenants and conditions contained herein, and for other good and sufficient consideration of which the Parties hereby acknowledge and agree as follows:

1. TERM AND RENEWAL

- 1.1. This Agreement shall take effect on and shall continue for a period of three (3) years ("Term"), unless it is terminated earlier in accordance with the terms set forth hereunder. The Term may be renewed on terms and conditions mutually agreed upon by the Parties for which an addendum agreement shall be executed at or prior to expiry of the current term.

2. SCOPE OF SERVICES

- 2.1. <SUPPLIER> shall provide the Services to the DLB in accordance with the service times and service levels more fully described in Annexure A hereto.
- 2.2. In the event the DLB requires any addition to the Services and/or <SUPPLIER> contemplates that the said Services are no longer able to be provided, both Parties shall mutually discuss the same and set out in writing any such amendment / alteration to the Services.

3. FEES

- 3.1. In consideration of provision of the Services by <SUPPLIER> hereunder, the DLB agrees to pay the Fees set out in Annexure B hereto, of [Rupees in words] (Rs. 00.00) excluding taxes. The DLB shall pay all applicable taxes on production of a tax invoice. Any amendment to the Fees for a subsequent year of Service shall be proposed by <SUPPLIER> in writing at least sixty (60) days prior to the commencement of the

relevant Service year, and shall only take effect upon the mutual written agreement of both Parties. Where the Parties are unable to reach agreement on a proposed Fee amendment within thirty (30) days of the proposal, <SUPPLIER> shall continue to provide the Services at the existing Fees until the expiry of the then-current Service year, and the DLB may elect to terminate this Agreement on expiry of that Service year by giving <SUPPLIER> written notice, without penalty.

- 3.2. All payments due under this Agreement shall be made by the DLB to <SUPPLIER> by [bank transfer / cheque – confirm mode] in Sri Lankan Rupees, as more fully set out in Annexure B.
 - 3.3. If any payment made by the DLB under this Agreement is subject to withholding tax (WHT) pursuant to the laws of Sri Lanka, then the DLB shall make the necessary payments under this Agreement after withholding of taxes thereon in accordance with the laws of Sri Lanka and furnish necessary certificates as proof of deduction. Provided however where the Supplier submits a direction issued by the Commissioner General of Inland Revenue, the DLB shall follow the terms of such direction in relation to deduction of WHT.
4. **OBLIGATIONS OF DLB**
 - 4.1. DLB shall provide all reasonable assistance to facilitate the provision of the Services and shall do any and all acts and provide any and all reasonably required information in order that <SUPPLIER> may provide the Services to the DLB to the best of its ability;
 - 4.2. DLB shall provide access to the Backup Environment and facilitate the passage of <SUPPLIER> employees at its premises upon the production of their identification, subject however to any reasonable checks it deems necessary during all hours as agreed to between the Parties for the provision of Services.
5. **REPRESENTATIONS AND WARRANTIES**
 - 5.1. Each Party represents and warrants at all times that they have the right, full power, authority and regulatory approvals to enter into this Agreement and to perform their obligations hereunder;
 - 5.2. <SUPPLIER> represents and warrants that it has the required competence, know-how and technical expertise required to provide the Services contemplated hereunder, and that it is a duly authorized reseller / partner of the principal vendor of the backup software offered, and is authorized to supply, license and support the said software.
6. **INDEMNITY**
 - 6.1. Either Party agrees to indemnify, hold harmless and defend the other Party against all loss, expense, damage and injury suffered by the said Party as a result of that Party's negligence, default, breach of statutory duty and/or breach of its obligations under this Agreement, including any act, neglect or default of the said Party's employees.
7. **LIMITATION OF LIABILITY**
 - 7.1. Neither Party shall be liable for (i) any indirect, incidental, special, consequential, exemplary or punitive damages; or (ii) any damages for lost profits, lost revenues, loss of goodwill, loss of customers, or loss of anticipated savings; arising out of the performance or failure to perform under this Agreement.
8. **FORCE MAJEURE**
 - 8.1. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement which result from any cause beyond a Party's reasonable control, including, without limitation, any strike, lock-out, labor disturbance, government action, riot, armed conflict, accident, non-availability or breakdown of normal means of transport, acts of God or any other matter whatsoever not resulting from the actions or inactions of such Party. Provided

however, that either Party may elect to terminate this Agreement by written notice to the other Party if such circumstances continue for a period of more than Fourteen (14) consecutive days.

- 8.2. Both Parties shall use all reasonable endeavors to mitigate the impact of any event of Force Majeure described above. Both Parties shall recommence performance of their obligations under this Agreement as soon as reasonably possible, unless one Party terminates this Agreement under Clause 8.1 by written notice as stated above.

9. TERMINATION

- 9.1. This Agreement may be terminated;

9.1.1. either party (including Supplier) can terminate for convenience on just 30 days' notice recommend longer notice ;

9.1.2. By either Party if the other Party defaults in the performance of any material provision of this Agreement and such default is not remedied within a period of seven (7) days after written notice thereof from the non-defaulting Party;

9.1.3. By either Party if any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the other Party;

9.1.4. By mutual written consent of the Parties.

- 9.2. Any such termination as aforesaid shall be without prejudice to any rights which may have accrued to any of the Parties prior to such termination which may be enforced notwithstanding any termination.

- 9.3. If the Agreement is terminated by either Party, <SUPPLIER> shall refund any Fees paid for unutilized Services and/or the un-expired period of the Term. However, if any such payment is due to <SUPPLIER> for Services provided, the DLB shall immediately upon the provision of invoices settle the said amounts due under the said invoices.

- 9.4. Upon the expiry or termination of this Agreement for any reason, <SUPPLIER> shall immediately return to the DLB, all items, equipment, backup media, data, credentials, correspondence, documents, papers and/or other property of the DLB which may be in <SUPPLIER>'s possession or under its control or which came into the possession of <SUPPLIER> during the Term of this Agreement.

10. CONFIDENTIALITY

- 10.1. Both Parties acknowledge that all information provided to it by the other Party under, or in the course of performing under this Agreement, including all data contained in backups, are the confidential and proprietary information of the said Party. Both Parties agree that it shall not (and shall procure that the employees of the said Party shall not) disclose or divulge such confidential and proprietary information without the prior written consent of the Party the said confidential information belongs to. If the disclosure of any confidential and proprietary information is required by law, the Party requiring disclosure agrees that it shall use reasonable efforts to give the other Party reasonable notice prior to disclosure so that the said Party has an opportunity to obtain a protective order;

- 10.2. The term confidential and proprietary information as contained herein does not include any information that (i) is or becomes generally available to the public other than by breach of this Clause 10 by either Party; or (ii) is independently developed by either Party; (iii) or is or becomes known to either Party through a third party who is not bound under the confidentiality obligations of this Agreement.

- 10.3. The restrictions and obligations imposed by this Clause shall survive the termination of this Agreement.

11. NOTICE

- 11.1. Any notice or other communication required or permitted to be given between the Parties shall be in writing in the English language duly addressed to the following address, email of the recipient, or to such other address or fax number as the recipient may have notified the sender by like notice:

DLB

Contact Person :

Company Name :

Address :

<SUPPLIER>

Contact Person :

Address :

VAT Number :

Email :

- 11.2. Any notice or other communication sent in the abovementioned manner shall be signed by an authorized representative of the sender and be deemed duly given when received by the recipient in complete and legible form at the address, email or fax number stated/provided above. In the case of a fax, a facsimile notice or report generated from the machine which indicates that the communication has been sent shall be deemed to be proof of receipt.

12. GENERAL

- 12.1. Annexures and recitals to this Agreement shall form part and parcel of this Agreement.
- 12.2. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning such subject matter.
- 12.3. This Agreement may be amended or modified only by a written instrument duly executed by both Parties hereto.
- 12.4. The rights and obligations under this Agreement shall not be assigned or sub-contracted by either Party without the written consent of the other Party.
- 12.5. If any one or more of the provisions of this Agreement, or any part thereof is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid and enforceable provision which comes closest to the intent of the Parties.
- 12.6. If either Party fails to enforce any provision in this Agreement, that Party reserves and does not waive the right to enforce the same provision or any other provision of this Agreement at a later time. Any waiver must be in writing and signed by the waiving Party.
- 12.7. This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka. Any dispute or controversy arising out of this Agreement and/or the obligations of the Parties shall be referred to the Courts of Sri Lanka having jurisdiction over the matter for adjudication of the same.
- 12.8. It is expressly understood that the Parties are independent. Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, employment or agency between the Parties;

- 12.9. This Agreement and any amendments hereto may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- 12.10. The Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of performance of the provisions hereof and accordingly declare that this Agreement shall operate between them with fairness and without detriment to the interest of any Party and covenant and agree with each other that they shall use their best endeavors to ensure that full effect be given to the terms of this Agreement in the spirit in which it was agreed.

PAYMENT TERMS

- DLB agrees to the full contract amount but shall settle payments in three (03) equal installments, payable once every four (04) months.

IN WITNESS WHEREOF, the Parties have executed this Agreement and one other of the same tenor on the date mentioned hereinabove.

Signed for and on behalf of Development Lotteries Board	
..... Chairman / CEO Development Lotteries Board	 Date
..... Director to the Board Development Lotteries Board	 Date
WITNESSES	
1. Name: NIC No:	2. Name: NIC No:
Signed for and on behalf of	Company Name:
..... Name: Title:	 Name: Title:
WITNESSES	
1. Name: NIC No:	2. Name: NIC No:

ANNEXURE A

Scope of Work (SOW)

1. BASIC SERVICE PERIOD

The basic service and support period shall be twenty-four (24) hours a day, seven (7) days a week, including weekends and all gazetted holidays, unless otherwise agreed between the Parties.

During special holidays, when both the Supplier and the DLB are officially on holiday, scheduled (non-emergency) work may be postponed and rescheduled with mutual agreement.

2. SERVICES SHALL INCLUDE

The SUPPLIER agrees to supply, implement, license and support an enterprise backup software solution and provide backup and recovery services for the DLB's virtualization environment in accordance with the following conditions:

a) Supply, Licensing and Implementation of Backup Software:

- Supply of enterprise backup software licenses with valid principal-vendor subscription / support for the full contract period. The SUPPLIER shall be an authorized reseller / partner of the principal vendor and shall submit a valid authorization letter from the principal vendor.
- Installation, configuration and commissioning of the backup software, including integration with the DLB's existing virtualization environment and related infrastructure.
- Configuration of backup policies, schedules and retention periods in consultation with the DLB's IT Department.

b) Backup of Virtual Machines (Virtualization Environment):

- The backup software shall be used to back up all Virtual Machines (VMs) hosted on the DLB's virtualization environment as per the agreed backup policy.
- The SUPPLIER shall monitor scheduled backup jobs and proactively notify the DLB's IT Department of any backup failures, and investigate and resolve such failures.
- Backup integrity shall be verified, and backup status reports shall be submitted to the IT Department monthly or as requested.

c) Off-site Backup Copy:

- One (1) copy of the backup shall be transferred / replicated to the designated off-site location as per the agreed backup policy.
- The SUPPLIER shall configure, monitor and verify the successful transfer of the off-site backup copy and report any failures to the IT Department without delay.

d) Backup Recovery Drills:

- Upon the request of the DLB's Management, the SUPPLIER shall conduct / support backup recovery drills to verify the recoverability of backed-up VMs and data.
- Recovery drills shall be scheduled in consultation with the IT Department, and a recovery drill report shall be submitted to the DLB upon completion of each drill.

e) Emergency Technical Support and Recovery:

- The SUPPLIER shall respond within one (1) hour of notification whenever technical support is required to recover a VM or restore data, on a 24x7 basis.
- Support shall be provided via hotline, email, remote access and/or on-site visits as required until the issue is fully resolved.

f) Machine Conversion Support (P2V / V2V / V2P):

- The SUPPLIER shall provide technical support to convert machines Physical-to-Virtual (P2V), Virtual-to-Virtual (V2V) and Virtual-to-Physical (V2P) as and when required by the DLB, including recovery of backed-up VMs to alternative platforms.

g) Preventive Maintenance and Health Check:

The SUPPLIER shall carry out preventive maintenance and health checks on the backup environment once every four (04) months. Each service visit shall be scheduled in consultation with the IT Department prior to the maintenance date to minimize operational disruption, and shall include:

- Review of backup policies, job schedules, success/failure rates and storage utilization.
- Application of software updates, patches and version upgrades released by the principal vendor, with prior approval of the DLB.
- Verification of off-site backup copy transfers and restorability of sample backups.
- Review and update of system health logs and event histories.
- Recommendations for capacity planning and improvements to the backup environment.

h) Knowledge Transfer and Documentation:

- The SUPPLIER shall provide the DLB's IT staff with basic operational training on the backup software and recovery procedures.
- Complete system documentation, including backup policies, configurations and recovery procedures, shall be handed over to the DLB and kept up to date.

3. SERVICE LEVELS

Description	Service Level Commitment
Emergency Technical Support Response (VM / data recovery)	Within one (1) hour of notification, 24x7
Backup Job Failure – Investigation and Resolution	Response within one (1) hour; resolution within the same business day or as mutually agreed
Off-site Backup Copy Transfer	As per the agreed backup policy; verified and reported
Backup Recovery Drill (upon Management request)	Scheduled in consultation with the IT Department; Supplier participation is mandatory
P2V / V2V / V2P Conversion Support	On request; response within one (1) hour for critical recovery scenarios
Preventive Maintenance / Health Check of Backup Environment	Once every four (04) months (scheduled with IT)
Software Updates, Patches and Version Upgrades	As released by the principal vendor, applied with prior approval of the DLB
Technical Support and Customer Service	24x7 availability (hotline / email / remote / on-site)

ANNEXURE B

Contract for Enterprise Backup Software and Services by <Supplier> (Private) Limited

Coverage

Item	Description	Details / License Count	Location
1	Enterprise Backup Software – Licenses (with subscription / support renewal). Software:		DLB
2	Virtualization Environment – Virtual Machines covered under backup	No. of VMs:	DLB
3	Off-site Backup Copy – Replication / transfer to off-site location	Off-site location:	
4	Backup Server / Media Server Hardware (if applicable)		DLB
5			

Price Schedule

No.	Description	No. of Units / Licenses	Price (Rs.)
1	Backup software licenses / subscription – three (3) years		0.00
2	Maintenance, technical support and services as per Annexure A – for the three (3) year term	–	0.00
3	Off-site backup copy transfer / replication services	–	0.00
	Subtotal (excluding taxes)		0.00

Company Details

1. Name : -
2. Address :-
3. Telephone / Fax :-
4. Email : -
5. Contract person : -
6. Company registered Years:-
7. Vat No :-

8. Customer List :- (To be attached)

Customer Name with Contract No	Brand	Qty. Sold	Year

All details are true and accurate

.....

Authorized Signature
(With Seal)

.....

Date

Section V: Development lotteries Board

Bid Form

The Chairman,
Minor Procurement Committee,
Development Lotteries Board,
No. 356, Colvin R. De Silva Mw,
Colombo 02, Sri Lanka

Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses, and a 3- year Backup Server Software Subscription

I / We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to bidder and Terms and Conditions of Bid" pertaining to the above bid, along with annexure/Schedule, thereto, hereby undertake to Supplying of referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedule

I / We confirm that this offer shall be opened for acceptance until 2026.12.16 and that it will not be withdrawn or revoked prior to that date.

I / We attach hereto the following documents as part of my / our Bid:

1. Price Schedule
2. Documentary evidence to establish eligibility to bid.
3. Any other documents – (Experience certificate, etc.)
4. Bid security guarantee

I / We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or to accept any part of a bid without assigning any reasons thereof .

We undertake to adhere to the Delivery terms.

My / Our Bank Reference is as follows :

Signature of bidder :

Name of Bidder :

Address :

Fax :

Date :

Price Schedule

Item No:- 01

01. Supply of Microsoft Windows Server 2025 Standard Licenses, Microsoft SQL Server 2025 Standard Licenses

Item	Description	Qty	Unit Price	Total Value (Rs) (Without SSCL/VAT)
01	Windows 2025 Standard 2 core	32		
02	Windows 2025 Standard	26		
03	SQL 2025 Standard	10		
	Total (without SSCL/VAT)			

Item No:- 02

02.Backup Server Software (3-Year Subscription)

Item	Description	Qty	Unit Price	Total Value (Without SSCL/VAT) (Rs)
01	Backup Server Software (3-Year Subscription)	01		
02	Implementation And Commissioning	01		
03	SLA for 03 Years	01		
	Total (without SSCL/VAT)			

.....
Authorized Signature (With Seal)

Date :

03. Master Price Schedule

	Description	Total Value (Rs)
01	Total Value of Item No. 01	
02	Total Value of Item No. 02	
03	Total Amount	
04	SSCL%	
05	Total with SSCL	
06	VAT 18%	
07	Grand Total	

In Words : -

Delivery Period :-

.....
Authorized Signature (With Seal)

Date :

Company Name: -

Contract Person: -

Company Address: -
.....

Contract No: -

Section VI:

SPECIMEN FORM OF BID SECURITY

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

Beneficiary: ----- [insert (by PE) name and address of Employer/Purchaser]

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 execution/supply [select appropriately] of [insert name of Contract] 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") of the IFB; or.

(c) having been notified of the acceptance of its Bid by the Employer/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 of authorized representative(s)]

Section VII.

SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE

----- [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 Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- [insert "construction"/ "Supply"] of ----- [name of contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the Contractor, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount 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 contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

Section VIII.

Manufacturer's Authorization

[If requested under ITB clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

Date:

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 supply the goods.

We hereby extend our full guarantee and warranty, 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 _____, _____ *[in*

Section IX. Agreement

THIS AGREEMENT made the 00th Day of XX XXX 2026 Between the Development Lotteries Board duly incorporated under Parliament Act No 20 of 1997 of Sri Lanka and having its registered office at No 356, Dr. Colvin R De Silva Mawatha, Colombo 02, Sri Lanka (hereinafter “The Purchaser”) of the one part and having its registered office at (Hereinafter “The Supplier”) of the other part.

WHEREAS the Purchaser invited bids for the supply of..... and Related Services, viz., has accepted a Bid by the supplier for the supply of those Vehicles and Related Services in the sum of (without tax).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of bid referred to.

02. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.

1. Award of Contract
2. Bid submission Sheet and Price Schedule
3. Special Conditions of the Contract
4. General Conditions of the Contract
5. The schedule of supply
6. Workshop Facilities
7. Documentary evidence to establish eligibility to bid.
8. Any other documents – (Experience certificate, etc.)

This 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.

03. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this agreement, the Supplier hereby covenants with the supplier to provide the and Related Services to remedy defects therein in conformity in all respects with the provisions of the Contract.

04. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the and Related 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 laws of Sri Lanka on the day, month and year indicated below.

.....
Chairman / CEO
Development Lotteries Board

.....
Working Director
Development Lotteries Board

Witness: 1.....

.....
Manager
..... Limited

Witness: 1.....

Read Only