



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF TOURISM**

SRILANKA TOURISM DEVELOPMENT AUTHORITY

**Providing Network Administration and Hardware Support for SLTDA
Contract No: SLTDA/ICT/NCB/NW ADMIN & HW SUPPORT/2022/22**

SRILANKA TOURISM DEVELOPMENT AUTHORITY

No.80, Galle Road, Colombo 03

April 2022

MINISTRY OF TOURISM
SRILANKA TOURISM DEVELOPMENT AUTHORITY
Providing Network Administration and Hardware Support for SLTDA
Contract No: SLTDA/ICT/NCB/NW ADMIN & HW SUPPORT/2022/22

INVITATION FOR BIDS (IFB)

1. The Chairman, Departmental Procurement Committee of Sri Lanka Tourism Development Authority invites sealed proposals from the eligible & qualified Service Provider for **Providing Network Administration and Hardware Support for SLTDA**.
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall have Business Registration in relevant field.
3. The Contract Period is 3 years (Annually Renewable).
4. Bidding will be conducted through National Competitive Bidding Procedure (NCB)
5. Interested bidders may obtain further information from Assistant Director (Procurement), Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03; Telephone / Facsimile No: 0112426800 Ext 305/0112382622, Electronic mail address: amilam@srilanka.travel and inspect the bidding documents from 09.30 to 15.30 hours on working days,
6. A complete set of Bidding Documents in English language may be downloaded from the SLTDA Website (<https://sltda.gov.lk/tender>) by interested bidders from **20th April 2022 to 11th May 2022**.
4. The payment of non-refundable fee **LKR 5,000.00** should be deposited to the Bank AC No. **7119413**, Bank of Ceylon, Corporate Branch, Sri Lanka Tourism Development Authority (*Note: Please Fill the Depositors Details and Purpose of Deposit in the Cash Deposit Slip as “Non Refundable Tender Fee” and it is mandatory to submit the aforesaid original cash deposit slip with the Bid. The payment should be made in cash and other payments are not allowed*)
5. Bids shall be delivered in duplicate to the address at, Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority, (4th Floor) No.80, Galle Road, Colombo 03 on or before **14.30 Hrs on 11th May 2022**. **Late bids shall be rejected** and Bids will be opened soon after closing in the presence of the bidders’ representatives who choose to attend.
6. Pre Bid Meeting will be held on **27th April 2022** at **10:00 hrs** through online zoom. Interested Bidders are advised to send a request to join the Pre Bid Meeting to email address to amilam@srilanka.travel.
7. Bids shall be valid **119 days** from the date of Bid closing.
8. All bids shall be accompanied by a bid security of **LKR 135,000.00 Bid Security** shall be valid up to 28 days beyond the Bid validity (up to including 05th Oct 2022)
9. All bids shall be accompanied a certificate of registration of the bidder issued by the registrar of Public Contracts in Sri Lanka according to the Public Contract Act No.03 of 1987 of the government of Sri Lanka and subsequent gazette notifications (PCA3 from).
10. An Employee or a firm and/or an individual that has a close family relationship with an employee of the Ministry of Tourism, Sri Lanka Tourism Development Authority and any other institution under the control of the Ministry shall not be eligible for award the contract.
11. The Departmental Procurement Committee decision will be the final decision. Further, SLTDA has the right to accept or reject any Bid without adducing any reasons and SLTDA will not be responsible for any costs or any expenses incurred by the prospective bidders in connection with the preparation or delivery of Bids.

Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority

ACRONYMS AND ABBREVIATIONS

SLTDA - Sri Lanka Tourism Development Authority

SECTION I
INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid
 - 1.1 The Employer, as defined in the Bidding Data, invites Bids for the Services, as described in the Invitation for Bids. The name and identification number of the Contract is provided in the Bidding Data.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidder
 - 2.1 All bidders shall provide in Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 2.2 If not stated in the Bidding Data, all bidders shall include the following information and documents with their Bids.
 - (a) List of Services performed for each of the last five years;
 - (c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) Work plan and methodology
 - (e) qualifications and experience of key staff proposed for the Contract;
 - (f) any other if listed in the Bidding Data.

3. Cost of Bidding
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

4. Site Visit
 - 4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents
- 5.1 The set of bidding documents comprises the documents listed below:
- a) Invitation for Bid
 - Section I. Instructions to Bidders
 - Section II Bidding Data
 - Section III Forms of Bid & Qualification Information
 - Section IV Schedule of Requirement
 - Section V Functional Requirements & Specifications
 - Section VI Conditions of Contract
 - Section VII Contract Data
 - Section VIII Price Schedule
 - Section IX Annexures
6. Clarification of Bidding Documents
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and Documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid
- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked **“ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION”**; and
 - (b) The second envelope shall be clearly marked **“ENVELOPE 2 – FINANCIAL BID”** and warning **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS”**.
- 8.2 The Envelope 1, marked as **“QUALIFICATION AND EXPERIENCE INFORMATION”** shall include the originals of the following:
- (i) Volume 1 of the Bidding Document
 - (ii) Bid security
 - (iii) Duly filled **“Qualification and Experience Information”**;
 - (iv) Other information listed in Bidding Data; and
 - (v) Any other information, bidder may wish to include

8.3 The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices

9.1 The Contract shall be for the Services, as described in the Employer’s Requirements, Section V, based on the priced Activity Schedule submitted by the Bidder.

9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Employer’s Requirements, Section V as listed in the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However **VAT** shall be included separately.

10. Currency of Bid and Payment

10.1 The price shall be quoted by the Bidder in Sri Lanka Rupees.

11. Bid Validity

11.1 Bids shall remain valid for the period specified in the Bidding Data.

11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) Furnish the required Performance Security (if required).

13. Format
and
Signing of
Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing
and
Marking
of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids
- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids
- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening
- 17.1 The Employer will open the envelope marked, ‘Envelope 1 – Qualification and Experience’, in the presence of Bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders’ representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders’ names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 17.2 The envelopes marked ‘Envelope 2 – Financial Bid’ will be opened after the completing the evaluation of envelope marked ‘Envelope 1 – Quality and Experience’, in the manner described in Sub-Clause 21.2.
18. Clarification of Bids
- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, request any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
19. Examination of Bids and Determination of Responsiveness
- 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1 the Employer will determine whether each Bid is accompanied by the required securities (if requested); and is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer’s Requirements of the bidding documents, without deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Evaluation
of
Qualification
and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids.. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.

20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of **70%** together with the minimum given against each criterion.

21 Evaluation
of Financial
Bid

21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,.

21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened

21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
 - b) Correcting the arithmetical errors in-pursuant to Clause 22.
 - c) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
 - d) Applying any discounts offered by the Bidder.
- 21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22.
Correction of
Errors

- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award
Criteria

- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24.
Employer's
Right to
Accept any
Bid and to
Reject any or
all Bids

- 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25.
Notification of
Award and
Signing of
Agreement

- 25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider As prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. .

26.
Performance
Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee And/ or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27. Advance
Payment and
Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting an on unconditional Advanced Payment Guarantee issued by a commercial bank operating under the central bank of Sri Lanka.

SECTION II
BIDDING DATA

Instructions to Bidders Clause Reference	BIDDING DATA
1.1	The Employer is The Director General, Sri Lanka Tourism Development Authority
1.1	The name of the Contract : Providing Network Administration and Hardware Support for SLTDA Identification number of the Contract : SLTDA/ICT/NCB/NW ADMIN & HW SUPPORT/2022/22
1.2	The completion date on this contract shall be 3 years (Annually Renewable).
2.2	The information required from bidders in Sub-Clause 2.2 is: <ul style="list-style-type: none"> a) Evidence to prove service performed in last five years b) Experience in Services of a similar nature for each of the last three years (The project value more than 5 Mn is an added advantage.), and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts c) Audited financial statements for the last three (3) years. (2017/2018,2018/2019,2019/2020) d) Evidence of adequacy of working capital for this contract. e) Qualifications and experience of key staff proposed for the assignment; Bidder shall include the CVs of the personnel in the Technical Proposal.
6.1	All clarifications pertaining to this Bidding Document will be discussed at the Pre Bid Meeting which will be held on 27th April 2022 at 10:00 hrs at Pre bid meeting will be held through online (Zoom meeting) and interested Bidders are advised to send a request to join the Pre Bid Meeting to email address to amilam@srilanka.travel . The contact for clarification of Bids is Assistant Director (Procurement) Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03 Tel: 011 2426800 (Ext 305), Email – amilam@srilanka.travel All interested Bidders are strictly advised to submit their clarifications 07 working days prior to the date of Bid submission.
11.1	The period of Bid validity shall be: 119 days (up to including 07 th Sept 2022)
12.1	The amount of Bid Security shall be: LKR 135,000.00 shall be valid up to 28 days beyond the Bid validity (up to including 05 th Oct 2022)
14.1	The Employer's address for the purpose of Bid submission is Chairman, Departmental Procurement Committee Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03 The Bids shall be submitted to the Procurement Section (4 th Floor) of Sri Lanka Tourism Development Authority.
14.2	For identification of the bid the envelopes should indicate: Contract: SLTDA/ICT/NCB/NW ADMIN & HW SUPPORT/2022/22

15.1	The deadline for submission of bids is on 11th May 2022 , at 14.30 hrs , in no event, earlier than that given in the Invitation for Bids, unless subsequently amended pursuant to Sub-Clause 15.2].
17.1	Bids should be submitted on or before 11th May 2022 , at 14.30 hrs at the following address and will be opened immediately after the submission. Procurement Section (4th Floor) Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03
20.3	<p>Criteria for Evaluation of Qualification and Experience</p> <p>Technical Proposal – (Value of 70 Points)</p> <p>Firm and Experience - 50 Points</p> <p>Proposal shall include references to the bidder’s experience providing network administration, server administration and overall hardware support services in enterprise environments similar to SLTDA. Bidder should have minimum 03 years’ experience in providing such services to reputed companies that are having similar ICT infrastructure of SLTDA.</p> <p>Bidder should attach past 03 years audited P&L and Balance Sheets and show the working capital capacity to provide services for another 03 years and retain proposed staff.</p> <p>Bidder shall demonstrate an awareness and commitment to the business goals and technical objectives of the SLTDA Information Communication Technology department.</p> <p>SLTDA expects the bidder to have their own internal escalation procedures to their experts. Firms that have these types of procedures will be given additional points.</p> <p>Technical staff must have proven experience in large enterprise ICT environments, similar to SLTDA. Clear reference with contact details must be provided to verify this.</p> <p>Required educational qualifications and certifications are evaluated and must provide proof of such of the proposed staff. If selected proposed staff must be placed at SLTDA and failure to do so will result in automatic disqualification and subsequent termination of the awarding.</p> <p>Should provide necessary details listed under ‘Qualification Information’ section.</p> <p>Note: Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer’s Requirements or if it fails to achieve an overall minimum of 70% together with the minimum given against each criterion.</p> <p>Schedule of Requirements - <u>Y/N Response</u> - 20 Points</p> <p>Should provide necessary technical assistance to carry out tasks listed under ‘Schedule of Requirements’ sections with respect to the listed ICT infrastructure.</p> <p>Financial Proposal - (Value of 30 Points)</p> <p>Prices proposed shall be firm. The cost evaluation will be based upon the fixed monthly rate submitted by the Bidder. Proposer’s cost must be inclusive of all fees and charges.</p> <p>Please refer - PRICE SCHEDULE and Annexure 3</p> <p>The following formula will be used to assign the points for cost: $\text{Cost points} = (\text{lowest total cost} / \text{specific bidder's total cost}) \times \text{total cost points}(30) \%$</p>
26.1	<p>Within 14 days after receipt of the letter of acceptance the successful bidder shall deliver the performance security to the employer.</p> <ul style="list-style-type: none"> • For an amount equivalent to 10% of the initial Contract price. • Validity period of 28 days beyond the date of contract completion. • Issued by approved commercial bank operates under Central Bank of Sri Lanka

SECTION III

**FORM OF BID & QUALIFICATION
INFORMATION**

FORM OF BID
(Use only for the Envelope 1 – “Qualification and Experience Information”)

[Date:]

To: Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority
No.80, Galle Road,
Colombo 03

Having examined the bidding documents, we offer to provide the Services on **Providing Network Administration and Hardware Support for SLTDA** in accordance with the Conditions of Contract, Employer’s Requirements, drawings and activity schedule accompanying this Bid.

This Bid and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

FORM OF BID
(Use only for the Envelope 2 – “Financial Bid”)

[Date:]

To: Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority
No.80, Galle Road,
Colombo 03

Having examined the bidding documents, we offer to provide the Services on **Providing Network Administration and Hardware Support for SLTDA** in accordance with the Conditions of Contract, Employer’s Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of [Amount in numbers],
.....
.....
..... [Amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

QUALIFICATION INFORMATION

- Successful firms should have experience by having at least 02 similar nature contract completed in the last three (03) years.
- List of Services performed for each of the last five years.
- The Curriculum Vitae (CVs) of the following key staff, with the respective certified copies of the certificates, should be provided with the proposal.

Qualification (Resources)

No	Requirement	Y	N	Remarks
	Definition: Network Engineer: Qualified resource who will do Network Administration, Server Administration, related Support Hardware Engineer: Qualified resource who will do Hardware Administration, Help Desk Service, related Support			
3.1	Two (02) Network Engineers and (03) Hardware Engineers, should be placed permanently at SLTDA ICT.			
3.2	Required qualifications are as below. <ul style="list-style-type: none"> ➤ Network Engineer 01 (NVQ 7) (Degree in IT from a reputed University, covering all areas (networking, hardware, + fundamentals of software). + MCSE or CCNA certification.) ➤ Network Engineer 02 (NVQ 5) (Diploma covering networking) ➤ Hardware Engineer 01 (NVQ 7) (Degree in IT from a reputed University, more focus on hardware) ➤ Hardware Engineer 02 (NVQ 5) (Diploma covering hardware) ➤ Hardware Engineer 03 (NVQ 5) (Diploma covering hardware) 			
3.3	Required related experience are as below. <ul style="list-style-type: none"> ➤ Network Engineer 01 (NVQ 7) – post experience .min. 04 Years ➤ Network Engineer 02 (NVQ 5) - post experience min. 02 Years ➤ Hardware Engineer 01 (NVQ 7) – post experience .min. 04 Years ➤ Hardware Engineer 02 (NVQ 5) – post experience min. 02 Years ➤ Hardware Engineer 03 (NVQ 5) – post experience min. 02 Years Experience in the respective areas, should be supported with evidence and reference in their attached CVs.			
3.4	CVs of all five (05) proposed permanently placed staff for SLTDA should be submitted with references, and with a statement from the bidder committing them for SLTDA engagement, throughout the contract period. Replacements will only be considered due to an unavoidable circumstance which needs explicit approval of Director ICT of SLTDA. All replacements will need to match the qualification criteria of the person being replaced. Otherwise, payment will be adjusted accordingly to the available resources. Continuous failure will result in termination of the contract.			
3.5	Network and Hardware Engineers, should have handled an ICT infrastructure similar to SLTDA (mentioned above) for at least 02 continuous years in their experience.			
3.6	All above resources should be competent in their respective areas of work and should be able to resolve issues within acceptable time frames			

	(depending on the issue). If SLTDA ICT feels that this is not up the standards, it will demand to replace such resources in writing (email, letter). Bidder should be able to honor such requests within two (02) weeks and the replacement should be a resource with above mentioned experience and criteria. This whole process should be done with necessary approvals from Director ICT.			
3.7	Normal working hours are from 8 AM to 5 PM during weekdays. However, engineers should be ready to work any day and time when the needed. Should be contactable all the time (24 hours x 7 days)			
3.8	When needed, travel to Ministries, Hotels, SLTDA Resorts, and any other locations to carry out their duties. (transport and accommodation with food is provided when travelling outstations).			
3.9	Bidder must provide necessary training to its outsourced staff and SLTDA will not take any responsibility nor expense behalf of the bidder, throughout the engagement.			
3.10	Bidder should ensure the safety of its employees, travelling and medical insurance. Apart from the monthly payment made, SLTDA will not be responsible over any other payment.			

SECTION IV

SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

1. INTRODUCTION

Sri Lanka Tourism Development Authority's (SLTDA) Information and Communication Technology (ICT) Department manages the ICT infrastructure to enable Sri Lanka Tourism functions. A reputed and experienced company is sought to provide necessary technical assistance and resources to carry out tasks listed under 'Requirements' sections with respect to the listed ICT infrastructure (but not limited to).

ICT Infrastructure

- 10+ virtualized servers in house
- 15+ virtualized servers at SLT IDC
- cloud platform-based servers (LGC, SLT, etc.)
- 4+ fixed links
- fiber links
- 10+ mobile links
- 15+ network switches
- 18+ wifi routers
- virus guard (enterprise grade)
- firewall (enterprise grade)
- load balancer (enterprise grade)
- about 140+ Ethernet end-points
- active directory setup, TCP/IP LAN, WANs
- 300+ computers (laptops, desktops)
- 5+ projectors
- 20+ tablet computers
- 300+ end user devices such as mobile phones, dongles
- 90+ printers (laser, ink, dot matrix) and copiers
- O/S : Microsoft Windows XP/ Vista/ Windows 7/10 , and servers run a combination of Linux, and Microsoft Windows 2003 /2008 R2/ 2012 R2 Server
- Microsoft Active Directory running in Windows Server 2008 R2 native mode provides the central authentication domain
- PABX with a Call Center Software solution
- Any other environment that will be introduced as a result of implementing a new software solution

1.1. General Qualifications for Resources Placed At SLTDA

As they will be servicing for a vast user group levels, need to have a mature personality to have patience, understand the issue and requirement and to give a timely solution. Should be conversant in verbal and written communication, preferably in English. As this will not be a desk job, these engineers should be ready to move around and offer assistant to users when needed and carry ICT equipment when needed.

Y/N Response

- Y- confirm the requirement, N- requirement cannot be met
- All requirements mentioned below are mandatory to be responded. Blanks will be taken as “N”.
- Any vague/complicated “Remark” will be considered as “N”.

Requirement (General)

No	Requirement	Y	N	Remarks
1.1	All information gained access to as a result of this engagement, are property of SLTDA and must be treated confidentially. Any such information to be used outside SLTDA, bidder and all staff of the bidder must get explicit permission from Director ICT of SLTDA.			
1.2	In case withdrawal from the services, bidder must give minimum 06 months’ notice and fully assist the knowledge transfer to the nominated parties by the Director ICT.			
1.3	Bidder agrees that all artifacts (diagrams, images, etc.) created as a result of completing work at SLTDA, are properties of SLTDA.			
1.4	Bidders agrees to take full responsibility of unauthorized actions carried out (if any) by its outsourced staff placed at SLTDA. In such events SLTDA may claim the losses from the Bidder.			
1.5	Once the bidder starts engaging with SLTDA, all staff allocated to SLTDA must abide by all rules of SLTDA and will report to Director ICT.			
1.6	Total contract is for 03 Years on an annually renewing basis. On the 06 th month of every year Director ICT will review the performance. If the performance is not satisfactory, contract will not be renewed.			

Requirement (Work)

No	Requirement	Y	N	Remarks
	Inventory			
2.1	Create the inventory of all ICT Infrastructure and maintain the inventory accurately and up-to-date. Quarterly reveal this to the Director ICT and update him on any discrepancies or issues.			
2.2	Maintain files in order, related to inventory; history of item repairs and all information related to it.			
	Network			
2.3	Maintain and update all network diagrams and introduce and maintain an end-point numbering mechanism (each Ethernet end point to be matched to switch port). Review this every quarter and update the Director ICT.			
2.4	Install, maintain, troubleshoot and support the wifi network.			
2.5	Install, maintain, troubleshoot and support the Ethernet network.			
2.6	Identify issues and required improvements to network infrastructure and escalate to Director ICT. With permission, carryout the corrective actions.			
2.7	Ensure all ICT internet links and VPNs are functioning properly and fix any issues.			
2.8	Ensure all ICT network infrastructure is functioning properly and fix any issues.			

2.9	Attend to all ICT infrastructure related issues and resolve them with reasonable time frames.			
2.10	Ensure ICT infrastructure is well secured with all required technological tools (enterprise grade virus guards) and they are up to date. (tools are purchased separately by SLTDA and that cost should not be included in this proposal). Carry out all related tasks.			
	Servers			
2.11	Conduct daily and routine checks on all servers used by ICT.			
2.12	Ensure all ICT servers are functioning properly and fix any issues.			
2.13	Attend to all maintenance of servers and consult specialized parties when needed, with proper approvals from Director ICT.			
2.14	Ensure all server room standard practices are well in place and followed (including temperature monitoring tools, fire alarms, locking, etc). These are paid for by SLTDA and those costs are not to be considered for this proposal.			
2.15	Ensure all backups are taken timely. Maintain logs of the same. Reveal them quarterly to Director ICT.			
2.16	Ensure restoring the backups are functional to be used when needed in a disaster. Carry out random restoring for software applications in test environments, with proper permission from Director ICT. Maintain logs of the same.			
2.17	Ensure that SLTDA has the independent capability to restore a software application with the least help from the software vendor.			
2.18	Ensure servers are well secured with all required technological tools (enterprise grade virus guards) and they are up to date. (tools are purchased separately by SLTDA and that cost should not be included in this proposal)			
2.19	Ensure server OS are properly working with proper patches. When required need to install/reinstall/recover.			
2.20	Attend to all server related issues and resolve them with reasonable time frames.			
	Hardware (PCs, Printers, Projectors, Copiers, etc.)			
2.21	Ensure all ICT hardware infrastructure is functioning properly and fix any issues.			
2.22	Check ICT Infrastructure health regularly.			
2.23	Attend to all ICT hardware related issues and resolve them with reasonable time frames.			
2.24	Bidder must have its own support call ticketing system which can log all issues reported. Bidder and its staff placed at SLTDA should be able to produce related reports on request.			
2.25	Coordinate with other service providers for various activities (including failure assessment, obtain quotations, evaluations, arranging demos, etc.)			
2.26	Conduct evaluations of technologies, products, etc. and produce reports on request.			
2.27	Identify issues and required improvements to hardware infrastructure and escalate to Director ICT. With permission carry out the corrective actions.			
2.28	Assist to setup and conduct meeting using various ICT equipment (projectors, computers, screens, etc.) and technologies (online tools like zoom, etc.).			

	Software			
2.29	Maintain an inventory of all software's installed in PCs.			
2.30	Install/reinstall/recover OS or any other software that is commonly used in PCs (e.g. MS Office, etc.)			
2.31	Install any other software's in PCs and troubleshoot.			
	Other			
2.32	Access control of all ICT resources. This must be done with explicit permission from Director ICT.			
2.33	Deploy and manage VPNs.			
2.34	Conduct research on new technologies when needed to be used.			
2.35	Assist users with new technology use.			
2.36	Research and find solutions to problems in hand (e.g. installation methods, drivers, etc.)			
2.37	Keep and maintain a log of all activities performed, with time taken to resolve, where appropriate.			
2.38	Self-evaluate the above log to see whether the time taken is reasonable and how to improve where possible.			

Note : All materials, ideas, designs, layouts, etc. developed under this contract are the property of the SLTDA and may not be used for any other purpose without the prior written permission of the SLTDA.

**SECTION VI
CONDITIONS OF CONTRACT**

CONDITIONS OF CONTRACT

A. General Provisions

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
 - (c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (e) "Employer" means the party who employs the Service Provider
 - (f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
 - (g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
 - (h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
 - (i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
 - (j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
 - (k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.
- 1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka
- 1.3 Language This Contract has been executed in English Language
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer’s Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

B. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination
2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

2.6.2 By the Service provider

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

- 2.6.3 Payment upon Termination Upon termination of this contract pursuant to clauses 2.6.1 or 2.6.2 the Employer shall make the following payments to the Service Provider:
- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

C. Obligations of the Service Provider

- 3.1 General The Service Providers shall perform the Services in accordance with the Employer’s Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Subcontractors or third parties.
- 3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
- 3.5 Service Providers’ Actions Requiring Employer’s Prior Approval The Service Providers shall obtain the Employer’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the Contract Data.
- 3.6 Reporting Obligations The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Service Providers to Be the Property of the Employer All plans, drawings, Employer’s Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data

3.8 Liquidated

Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

D. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer

4.2 Removal and/or Replacement of Personnel (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC

5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

F. Payments to the Service Provider

6.1 Lump-Sum Remuneration	The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3
6.2 Contract Price	The Contract Price is set forth in the Contract Data.
6.3 Payment for Additional Services, and Performance Incentive Compensation	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.
6.3.1	For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

G. Quality Control

7.1 Identifying Defects	The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities.
7.2 Correction of Defects, and Lack of Performance Penalty	(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. (b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8

H. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1

Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in accordance with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2

The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof

SECTION VII
CONTRACT DATA

CONTRACT DATA

Ref. Clause No	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The name of the Contract : Providing Network Administration and Hardware Support for SLTDA Identification number of the Contract : SLTDA/ICT/NCB/NW ADMIN & HW SUPPORT/2022/22
1.1(h)	The Employer is The Director General, Sri Lanka Tourism Development Authority
1.4	The Address of the Employer is Director General Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03
1.6	The Authorized Representative for the Employer is: Director (ICT), Sri Lanka Tourism Development Authority
2.1	The date on this Contract shall come into effect is from the date of Award
2.2.1	The Starting Date for the commencement of Services is from 7days after the receipt of Award
2.3	The Intended Completion Date is 3 years.
3.5. (a)	The Contractor will assume responsibility for the performance of all required services, whether or not subcontractors are involved. The SLTDA will consider the Contractor to be the sole point of contact with regard to all matters and will not maintain contacts with any subcontractor. The Contract, however, will specify for the SLTDA any subcontractors the Contractor intends to use and what their function(s) will be. The organization must furnish the company name and names of key personnel to be assigned to the contract by the subcontractor. The SLTDA will retain the right to inspect any phase of the Contractor's efforts in fulfillment of the contract.
3.8	Not Applicable
5.1	Not Applicable
6.4	- Fee for each month should be invoiced by 30th of each month, with 30 days of credit. - For deduction purposes, a day's fee is calculated by dividing the fee by 30 and number of resources (in this case 05) and that amount will be deducted for an absent day by an individual. E.g. If the agreed monthly fee is Rs. 300,000.00/- Then a day's fee is Rs. 2,000/- (300,000/30 /5) • Hardware Engineer 01, been absent for 02 days, in a month will force a Rs. 4,000/- (2,000 x 2) deduction for that month. Contract will be renewed annually. At the time of renewal SLTDA may choose to have a combination of resources or hold the numbers of resource personals, which is required for the coming year. Then the total monthly fee will be adjusted based on the particular year's contract sum accordingly. Penalties for Non-Performance If Onsite Network Engineers or Hardware Engineers is found to be deficient in its delivery of timely and effective service as described in the requirement section, SLTDA will notify them in writing (letter or email) of such deficiencies. Onsite Network Engineers and Hardware Engineers shall have a period of maximum two (02) days (depending on the criticality) to correct all deficiencies to the satisfaction of the SLTDA.

If, at the end of the **second day**, if the mentioned criteria is not met, SLTDA may, at its sole discretion and without further notice, withhold and deduct minimum **20% of the total monthly fee** as penalties, per such incident.

SLTDA reserves the option to contract any other vendor for any matter. As result of audits carried out with regards to recommended practices for maintaining the network or hardware, the findings from the audits will be reviewed by SLTDA and, if applicable, must be corrected by the Onsite Network Engineers & Hardware Engineers within a mutually negotiated period of time.

If the mentioned criteria is not met, to the satisfaction of the SLTDA, it may, at its sole discretion and without further notice, withhold and deduct minimum **20% of the total monthly fee** as penalty and continue to do so until the satisfaction criteria is met.

SECTION VIII
PRICE SCHEDULE

(Use only for the Envelope 2 – “Financial Bid”)

PRICE SCHEDULE

(Use only for the Envelope 2 – “Financial Bid”)

**Providing Network Administration and Hardware Support for SLTDA
Contract Number: SLTDA/ICT/NCB/NW Admin & HW Support/2022/22**

No	Details	Unit	Qty.	Unit Rate (LKR)	Amount (LKR)
1	Providing Network Administration Support for SLTDA as specified in the SOR	Month	36		
2	Providing Hardware administration Support for SLTDA as specified in the SOR	Month	36		
A	Sub Total I				
B	(-) Discounts if any				
C	Sub Total II (A-B)				
D	(+) Applicable VAT (..... %)				
E	Grand Total (C +D)				

Total amount [excluding VAT] is Rs. (in words)
.....

Signature :..... NIC No :.....
Name :..... Company Seal :.....
Designation :..... Date :.....

Quotation should be strictly adhered to the above format, if not the bid will be rejected.

SECTION IX

ANNEXURES

ANNEXURE 1
BIDDERS' COMPANY INFORMATION

Name of Firm:	
Business Address:	Telephone: Fax:
Contact Person (with designation):	
Type of Company (Private/ Public/ Public Quoted etc.)	
Registered Office:	
Place of Incorporation:	
Date of Incorporation:	
Date of Commencement of Business:	
Business Registration Number:	
Board of Directors/Partners (Please list):	
Activities of the Company:	
Number of permanent, full time professional employees related to following functional areas Software Application consultants Database consultants Application support consultant	
Total number of similar reference sites in Sri Lanka (Proposed solution)	
Total number of similar reference sites in overseas	
Signature (Director/ Partner)	
Company Seal	

Instructions - Details requested in the Form must be supplied in the stipulated format above.

ANNEXURE 2
DETAILS OF COMPLETED SIMILAR PROJECTS

Bidders Name :	
1.	Name of the project :
	Country :
2.	Name of the customer
3.	Address and contact details of customer:
4.	Brief description about the project.
5.	Project role (check boxes as appropriate) <ul style="list-style-type: none"> ▪ System Analysis & Design - Y/N ▪ Installing & Commissioning - Y/N ▪ Equipment Supplier - Y/N ▪ End User Training - Y/N ▪ Other - Please state - Y/N ▪ Do you have a maintenance contract with customer - Y/N
6.	Total project value <ul style="list-style-type: none"> ▪ Hardware value in total ▪ Application Software value in total ▪ Implementation services value in total ▪ Annual Maintenance value
7.	Date of award and Date of project completion: <i>(if Stage wise commissioning please specify)</i>
8.	Details of Modules implemented and number of concurrent / named users in total.
9.	Duration of the assignment: _____ Years ___ Months

ANNEXURE 3

PRICE BREAK DOWN PER RESOURCE

Resource	Fee per month LKR
Network Engineer (01 Person)	
Network Engineer (02 Person)	
Hardware Engineer (01 Person)	
Hardware Engineer (02 Person)	
Hardware Engineer (03 Person)	

Note: Contract will be renewed annually. At the time of renewal SLTDA may choose to have a combination of resources or hold the numbers of resource personals, which is required for the coming year. Then the total monthly fee will be adjusted based on the particular year's contract sum accordingly.

Example:

Year 01 with all 05 resources → Monthly fee quoted in the Price Schedule.

Year 02 with all 04 resources → Monthly fee quoted in the Price Schedule (A+B+C+D)
(Network Engineer 01, 02, Hardware Engineer 01, 02)

ANNEXURE 4
PERFORMANCE GUARANTEE (Unconditional)

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

Beneficiary: Director General,
Sri Lanka Tourism Development Authority,
No.80, Galle Road,
Colombo 03

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *[insert "construction"]* 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]*, 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 Intended Completion Date]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

ANNEXURE 5

BID GUARANTEE / SECURITY (Unconditional)

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

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

Beneficiary: Director General,
Sri Lanka Tourism Development Authority
No.80, Galle Road,
Colombo 03

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]* (hereinafter called "the bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution 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"); or
- (c) having been notified of the acceptance of its Bid by the Employer 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 the successful bidder furnishing the performance security, 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.

ANNEXURE 6
ADVANCED PAYMENT GUARANTEE / SECURITY (Unconditional)

Beneficiary: Director General,
Sri Lanka Tourism Development Authority
No.80, Galle Road,
Colombo 03

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, [name and address of Service Provider] (hereinafter called “the Service Provider”) shall deposit with [name of Employer] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]

We, the [Bank or Financial Institution], as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding [amount of Guarantee] [amount in words]

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

ANNEXURE 7
FORM OF CONTRACT (Unconditional)

THIS AGREEMENT number made on,
.....2022, between.....
(herein after called “the Purchaser”) on the one part and
.....
.....(hereinafter called “the Service Provider”) on the other part.

WHEREAS the Purchaser has requested for quotation for
.....
(description of goods/Service) to be supplied / delivered by Supplier/Service provider, viz. Contract
....., (hereinafter called “Contract”) and has accepted the Quotation by
the Supplier for the supply of service under Contract at the sum
of..... (.....) hereinafter
called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation; Terms of Reference, General Conditions of Contract, Technical Specifications;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of service under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The SLTDA hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Democratic Socialist Republic of Sri Lanka on the date indicated above.

<p>Signature and seal of the Employer:</p> <p>For and on behalf of</p> <p>_____</p> <p>Name of Authorized Representative</p>	<p>Signature and seal of the Service Provider:</p> <p>For and on behalf of</p> <p>_____</p> <p>Name of Authorized Representative</p>
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