MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS, PROVINCIAL COUNCILS AND LOCAL GOVERNMENT

INVITATION FOR BIDS (IFB)

PROCUREMENT OF AN OFFICIAL E-MAIL SOLUTION FOR INSTITUTIONS UNDER THE HOME AFFAIRS DIVISION OF MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS, PROVINCIAL COUNCILS AND LOCAL GOVERNMENT

HA/F/PRO/05/e-GN/Proc-5

National Competitive Bidding (NCB)
(Two Envelope System)

Issued to: (Should be written)
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………………………
………………………
………………………

Issued by:
Accountant (Procurement),
Finance Division,
Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government,
'Nila Medura', Elvitigala Mawatha, Colombo 05.

January 2023

MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS, PROVINCIAL COUNCILS AND LOCAL GOVERNMENT

Invitation for Bids (IFB)

PROCUREMENT OF AN OFFICIAL E-MAIL SOLUTION FOR INSTITUTIONS UNDER THE HOME AFFAIRS DIVISION OF MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS, PROVINCIAL COUNCILS AND LOCAL GOVERNMENT

HA/F/PRO/05/e-GN/Proc-5

1. The Chairman, Ministry Procurement Committee (MPC) of the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government now invites sealed bids from eligible and qualified bidders for the above procurement.

2. The Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government is seeking the service of a professional Email Service Provider, with the capability of deploying its resources, including cloud infrastructure and human resources, to operationalize an official government email service with 15,000 user accounts for a period of one (01) year in consultation with the Ministry.

3. Bidding will be conducted using the **National Competitive Bidding (NCB)** procedure defined in the Procurement Guidelines published by the National Procurement Agency (NPA) in 2006.

4. Qualifications requirements include:

   i. Bidder shall be a legally registered service providing company in Sri Lanka.
   ii. The Firm and its JV partners (if any) should have minimum three (03) years' experience on providing similar services.
   iii. Prospective bidder shall have successfully completed minimum three projects of similar nature and capacity during last five years
   iv. Shall possess experience in Installation, Configuration and Maintenance of one project with at least 1,500 email accounts within last five (05) years.
   v. The average annual turnover should be more than LKR 25 Million.
   vi. Submission of bids as Joint Ventures (JVs) are allowed, whereas all parties of such JVs must be legally registered companies in Sri Lanka. Under this type of a bid, one party must be mandatorily in charge of managing email accounts while the other party must possess adequate technical capacity to facilitate cloud infrastructure, which are physically located within the territory of Sri Lanka, and related licenses.
   vii. Bids shall be valid for a period of Ninety-one (91) days after the deadline of submission of bids and all bids must be accompanied by a Bid Security for an amount of LKR 400,000/- in the format given in the bidding document. (The Bid Security must be valid up to **07th June 2023**)

5. A complete set of Bidding Document in English Language may be purchased by interested bidders on the submission of a written application to the address below **from 25th Jan 2023 to 07th Feb 2023 from 09.00 a.m. to 15.00 p.m. on working days,** and upon a payment of a **non-refundable fee of LKR 10,000/=.** The method of payment will be by cash **at the Finance Division of this Ministry.**

6. Bidders may obtain further information from Accountant (Procurement), Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 16th Floor, "Nila Medura", Elvitigala Mawatha, Narahenpita, Telephone: 0112 050414   Fax: 0112 369181, Email: procurement@moha.gov.lk / procurement.ha@gmail.com

7. Quotations must be delivered to **Secretary, The Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 16th Floor, "Nila Medura", Elvitigala Mawatha, Narahenpita** on or before **14.00 p.m. on 08th Feb 2023**.

8. Late Bids and Bids sent electronically will not be accepted and will be rejected.

9. Quotations will be opened immediately after the deadline for submission of bids, in the presence of Bidders or their authorized representatives who choose to **"Nila Medura" 16th Floor, Finance Division** attend.

10. Ministry will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chairman,
Ministry Procurement Committee,
Ministry of Public Administration, Home Affairs,
Provincial Councils and Local Government
"Nila Medura",
Elvitigala Mawatha,
Narahenpita,
Colombo 05.
25th Jan 2023

Table of Contents

Section 1 - Instructions to Bidders

Table of Clauses

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 Appendix A to the Contract. 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 Section III, 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 stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

   (a) List of Services performed for each of the last five years;

   (b) 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;

   (c) Work plan and methodology

   (d) list of major items of equipment proposed to carry out the Contract;

   (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:

PART I

Section I.	Instructions to Bidders	

Section II Bidding Data

Section III Evaluation and Qualification Critiria

Section IV Bidding Forms

Section V Contract Data

PART 1I

Section V Schedule of Requirement

PART 1II

Section VI General Conditions of Contract

Section VII. Special Conditions of Contract

Section VIII. Contract Forms

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 EXPERIENC E INFORMATIO N"; and

(b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN TH E PRESENCE OF THE BIDDERS".

8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:

(i) PART I of the Bidding Document

(ii) Bid security if requested;

(iii) Duly filled 'A' Schedules, "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 VI, 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 VI and listed in the Activity Schedule, Section VIII. 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 lump sum price shall be quoted by the Bidder shall be 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 use 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 (a) is accompanied by the required securities (if requested); and (b) 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 material 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.

20. Evaluation of Qualification and Experience

20.1 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.

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

20.3 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.

20.4 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.:

20.5 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 points 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 a guarantee acceptable to the Employer.

Section II - Bid Data Sheet

A. General	
ITB 1.1	The Employer is Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government
	The name and identification number of the Contract is Procurement of An Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government HA/F/PRO/e-GN/Proc-5
ITB 1.2	The Intended Completion date is [insert the same date included in 2.3 of the Contract Data]

ITB 2.2	The information required from bidders in Sub-Clause2.2 is:
	
	      (i) list from 'a' , 'b', 'c', 'd', 'e', and 'f' as relevant
	list any additions to the list in Sub-Clause 2.2; otherwise
	      (i) *List "none"]*.

C. Preparation of Bids	

ITB 8.4	For **clarification purposes** only, the Purchaser's address is:
	
	Attention: Accountant (Procurement), Finance Division
	Address: Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 16th Floor, 'Nila Medura', Elvitigala Mawatha, Colombo 05.
	
	Telephone: 0112 050414
	
	Facsimile: 0112 369181.
	
	e-mail: procurement@moha.gov.lk / procurement.ha@gmail.com
	
	A Pre-bid meeting will be held: **Yes**
	    • Date : 31st Jan 2023
	    • Time: 14.30 hrs.
	
	Venue: Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 'Nila Medura', Elvitigala Mawatha, Colombo 05.
	
	Clarifications may be requested no later than **10** days before the deadline for submission of bids.

ITB 10.1	Bid value should be in Sri Lanka Rupees (LKR).
ITB 11.1	The period of Bid validity shall be 91 days

ITB 12.1	The amount of Bid Security shall be **LKR 400,000/-**
	The Bid Security shall be valid until **07th June 2023**
ITB 14.2	The Employer's address for the purpose of Bid submission is For bid submission purposes, the Purchaser's address is:
	Attention: Accountant (Procurement), Finance Division
	Address: Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 16th Floor, 'Nila Medura', Elvitigala Mawatha, Colombo 05.
	The deadline for bid submission is:
	Date: 07th Feb 2023
	Time: 14 00 hrs
	For identification of the bid the envelopes should indicate: Contract: PROCUREMENT OF AN OFFICIAL E-MAIL SOLUTION FOR INSTITUTIONS UNDER THE HOME AFFAIRS DIVISION OF MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS, PROVINCIAL COUNCILS AND LOCAL GOVERNMENT
	Bid / Contract Number: **HA/F/PRO/05/e-GN/Proc-5**
ITB 15.1	The deadline for submission of bids shall be Date: **08th Feb 2023**
	Time: **14.00 hrs**
ITB 17.1	Bids will be opened at 14.00 hrs of the day 08th Feb 2023 at the following address
	Address: Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, 16th Floor, 'Nila Medura', Elvitigala Mawatha, Colombo 05.
ITB 20.3	Please Refer (Section III)
ITB 20.4	Should be achieve an overall minimum of 60 points

Section III - Evaluation and Qualification Criteria

Table of Criteria

Evaluation and Qualification Criteria

Procurement of An Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government

1. Technical Evaluation

The Client's evaluation of a technical bids on the basis of their responsiveness to the Technical and Functional Features of the Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, applying the evaluation criteria, sub criteria, and point system. Each responsive bid will be given a technical score (St). A bid shall be rejected at this stage if it does not respond to important aspects of the bidding document, and particularly if it fails to achieve the minimum technical score for the Technical Bid.

Description	Points
An Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government	100

Points will be assigned to the Technical/ Functional requirements of An Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government. The Minimum technical score (St) required to pass is: **60 points**

1.1   Technical Criteria

Criteria and Point System for the evaluation of technical bids are:
Mandatory Performance Compliances of the email solution

(1)	(2)	(3)	(4)
#	Requirements	Compliance (Yes / No)	Reference to the Proposal
1.	Email		
2.	Calendar		
3.	External Client (Webmail)**		
4.	External Client (Mobile)**		
5.	Anti-Spam / Anti-virus / Data Loss Prevention (DLP)		
6.	Administration, Journaling & Auditing		
7.	Archiving		
8.	Directory Services		
9.	Mail Transfer Agent (MTA)		
10.	Disclaimer Facility		
11.	Security		
12.	High Availability and Disaster Recovery		
13.	Monitoring and Reports		
14.	Overall Solution Details		
15.	General Requirements		

1.2 Evaluation of the technical responsive bids:

The technical evaluation criteria for bids with marks assigned for each category are as follows: Bidder shall demonstrate and provide all information regarding to the following criteria in the Bids.

S/N	Evaluation Criteria	Marks
1	Solution proposed	60 Marks
1.1	Product features	40
1.2	Solution architecture and design	20

S/N	Evaluation Criteria	Marks
2	**Organization**	**10 Marks**
2.1	Credentials of the proposed email solution from the bidder. Prior projects with similar size and nature by the bidder with the proposed email solution	10
3	**Strengths of Proposed Team**	**15 Marks**
3.1	Product Certified staff	10
3.2	Other team members	5
4	**Approach, Methodology and Project Plan**	**15 Marks**
4.1	Proposed project plan, approach and methodology for preparation, installation, implementation, go-live and operations and maintenance covering all the applicable.	15
Total		**100 Marks**

Cut off score for technical competence is = 60 and bids scored below this cut off value will not be further considered for evaluation and will be disqualified.

During the evaluation process, the evaluation committee will assign each feature a whole number score from 0 to 4, where 0 means that the feature is absent, the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

In order for the Technical Evaluation Committee (TEC) to evaluate the quality aspects of the proposed system, bidder must state comprehensively and with sufficient details how the proposed system is meeting the Technical Requirements specified in Section III

2. Financial Evaluation

Financial evaluation process is as follows:

$$\text{Financial Scores (Sf)} = 100 \times Fm/ F$$

- "Fm" is the lowest price

- "F" is the price of the bid under consideration

3. Final Evaluation

Bids will be ranked according to their combined technical (St) and financial scores (Sf) using the weights (T = the weight given to the Technical Bid; P = the weight given to the Price Bid; T + P = 1) indicated in the Data Sheet:

$$S = St \times T\% + Sf \times P\%$$

The bidder achieving the highest combined technical and financial score will be considered as a lowest evaluated substantially responsive bid.

2.   Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

2.1 Eligibility

2.1.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
1) Shall possess legal rights to supply the requirement under this contract.	must meet requirement	must meet requirement	must meet requirement	not applicable	**Form 03:** Eligibility
2) Shall not have been blacklisted.	must meet requirement	must meet requirement	must meet requirement	not applicable	
3) Shall be a legally registered service providing company in Sri Lanka.	must meet requirement	must meet requirement	must meet requirement	not applicable	
4) Minimum three (03) years' experience should have on providing similar services.	must meet requirement	must meet requirement	must meet requirement	not applicable	
5) Minimum average annual turnover in last three (3) years shall be LKR 25 million.	must meet requirement	must meet requirement	not applicable	not applicable	
6) Submission of bids as Joint Ventures (JVs) is allowed, whereas all parties of such JVs must be legally registered companies in Sri Lanka. Under this type of a bid, one party must be mandatorily in charge of managing email accounts while the other party must possess adequate technical capacity to facilitate cloud infrastructure, which are physically located within the territory of Sri Lanka, and related licenses.					
7) Validity period of the bid shall be Ninety-one (91) days after the deadline of submission of bids and all bids must be accompanied by a Bid Security for an amount of LKR 400,000/- in the format given in the bidding document. (The Bid Security must be valid up to 10th May 2023)					

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
	Single Entity	**Joint Venture**			**Submission Requirements**
Requirement		**All Partners Combined**	**Each Partner**	**One Partner**	
1) Successful completion as main supplier within the last five (05) years, of at least three (03) projects with nature and complexity similar to the scope	must meet requirement	must meet requirement	not applicable	not applicable	**Form 04:** Contractual Experience
2) Shall possess experience in Installation, Configuration and Maintenance of one project with at least 1,500 email accounts within last five (05) years.	must meet requirement	must meet requirement	not applicable	not applicable	

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
	Single Entity	**Joint Venture**			**Submission Requirements**
Requirement		**All Partners Combined**	**Each Partner**	**One Partner**	
1) Submission of audited financial statements for the last Three (03) years, other financial statements acceptable to the Purchaser, for the last Three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	**Form 07**: Historical Financial Performance

Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
	Single Entity	**Joint Venture**			**Submission Requirements**
Requirement		**All Partners Combined**	**Each Partner**	**One Partner**	
1) Minimum average annual turnover in last three (3) years shall be more than **LKR 25** million.	must meet requirement	must meet requirement	must meet – 50%__ of the requirement	not applicable	**Form 08**: Size of Operation (Average Annual Turnover)

Section IV - Bidding Forms

Table of Forms

Technical Bid Submission Sheet

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date:
International Competitive Bidding (NCB) No.:
Invitation for Bid (IFB) No.:
Alternative No.:

To: [*insert complete name of the pUrchaser*]

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b)   We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V (Schedule of Requirement), the following Goods and Related Services: . . . [*insert a brief description of the goods and related services*] . . .

(c)   Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . [*Insert validity period as specified in ITB 20.1 of the BDS*] . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d)   We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

(e)   We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Price Bid Submission Sheet

-- Note –

> The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date:

International Competitive Bidding (NCB) No.:

Invitation for Bid (IFB) No.:

Alternative No.:

To: [*insert complete name of the pUrchaser*]

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b)   We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V (Schedule of Requirement), the following Goods and Related Services: ….. [*Insert a brief description of the goods and related services*]……………..

(c)   The total price of our Bid, excluding any discounts offered in item (d) below, is

> [amoUnt of foreign CUrrency in words], [amoUnt in figUres], and [amoUnt of local CUrrency in words], [amoUnt in figUres]
>
> The total bid price from the price schedUles shoUld be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid SUbmission Sheet may reSUlt in the rejection of the bid.

(d)   The discounts offered and the methodology for their application are as follows:
 Discounts: If our Bid is accepted, the following discounts shall apply: ....[*specify   in   detail each discount offered and the specific item of the schedule of supply to which it applies*]……..

(e)   Our bid shall be valid for a period of . . . . [*insert validity period as specified in ITB 20.1 of the BDS*]…….days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f)   If our Bid is accepted, we commit to obtain a Performance Security in the amount of ……..[*specify a figUre between 5% and 10%, which shoUld be consistent with that of SCC 18.1*] percent of the Contract Price for the due performance of the Contract.

(g)   We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(h)   We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Price Schedule

#	Description	Nos/ Qty.	Unit Price LKR Excluding VAT	Total Price LKR Excluding VAT	VAT	Total Price LKR Including VAT
1	Setting up email accounts of 2500 with licenses	2500				
2	Training – Central support team	03				
3	Training – Admin training	250				
4	End User Guide S/E	01				
	Total cost					

Note 1: *Bidder must provide additional licenses (up to 20,000) for the same unit rate on above table for the period of 3 years*

Note 2: *Bidder must provide additional training requirements for the same unit rate on the above table for period of 3 years*

Note 3: *Bidder must specify migration cost for any email system hosted in public cloud or on premise, Ministry will bear the cost for licensing cost for new system , this price will not be taken for the bid evaluation , however bidder should agree to provide the migration services if it happens within 3 years.*

Item	Description	Qty	Unit cost	Total cost
1	Migration of email system to any other email system	2500		

 * Should mention applicable Tax components for each item.
 ** Should be completed by the bidder.

**Total Bid Price in words:

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Bid Security
Bank Guarantee

[insert bank's name, and address of issuing branch or office] **1**

Beneficiary: *[insert name and address of the pUrchaser]*

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

Bid Security No.: *[insert nUmber]*

We have been informed that . . . . . *[insert name of the bidder]* .... (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date (as day, month, and year)]*...............(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 bank]*............... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ....*[insert amount in words][insert amoUnt in figUres]* .... 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 by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or

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

(c)   having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of 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 of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

. . . . Authorized signature(s) and bank's seal (where appropriate) . . . .

-- Note

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

---

1   All italicized text is for use in preparing this form and shall be deleted from the final document.

Manufacturer's Authorization

Date: ……………………………………………………………………………………………

[insert date (as day, month, and year) of bid submission]

NCB No.: ……………………………………………………………………………………....

[insert number of bidding process]

To: …………………………………………………………………………………………..

[insert complete name of the purchaser]

WHEREAS;

We ……………………………………………………… *[Insert complete name of the 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 the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us ………………………………………………………. *[Insert name and / or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, 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 the manufacturer]* Dated on………………day of ……………., ...*[insert date of signing]*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.
The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form 1: Bidder's Information Sheet

Bidder's Information	
1. Bidder's legal name	
2. In case of a Joint Venture, legal name of each partner	
3. Bidder's country of constitution	
4. Bidder's year of constitution	
5. Bidder's legal address in country of constitution	
6. Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	

Attached are copies of the following documents:

❑ 1.   In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2

❑ 2.   Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2

❑ 3.   In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1

Form 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
1. Bidder's legal name	
2. Joint Venture Partner's legal name	
3. Joint Venture Partner's country of constitution	
4. Joint Venture Partner's year of constitution	
5. Joint Venture Partner's legal address in country of constitution	
6. Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	

Attached are copies of the following documents:

❑ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2

❑ 2. Authorization to represent the firm named above, in accordance with ITB 22.2

Form 3: Eligibility

Each member of the Joint Venture must fill out this form separately.

Eligibility Requirement	
Requirement	*Bidder's Response*
1. Shall possess legal rights to supply the requirement under this contract.	
2. Shall not have been blacklisted.	
3. Shall be a legally registered service providing company in Sri Lanka.	
4. Minimum three (03) year experience should have on providing similar services.	
5. Minimum average annual turnover in last three (3) years shall be LKR 25 million.	
6. Submission of bids as Joint Ventures (JVs) is allowed, whereas all parties of such JVs must be legally registered companies in Sri Lanka. Under this type of a bid, one party must be mandatorily in charge of managing email accounts while the other party must possess adequate technical capacity to facilitate cloud infrastructure, which are physically located within the territory of Sri Lanka, and related licenses.	
7. Validity period of the bid shall be Ninety-one (91) days after the deadline of submission of bids and all bids must be accompanied by a Bid Security for an amount of LKR 400,000/- in the format given in the bidding document. (The Bid Security must be valid up to XXth XXX 2022	

Form 4: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . . of	**Contract Identification**	
Award Date	**Completion Date**	
Role in Contract	❏ **Manufacturer** ☐ **Supplier**	☐ **Subcontractor**
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**
Purchaser's name **Address Telephone/Fax** **Number E-mail**		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section III (Evaluation and Qualification Criteria)		
Requirement	*Bidder's Response*	
Successful completion as main supplier within the last five (05) years, of at least three (03) projects with nature and complexity similar to the scope		
Shall possess experience in Installation, Configuration and Maintenance of one project with at least 1,500 email accounts within last five (05) years.		

Form 5: Technical Experience

Technical Experience	
Requirements in Accordance with Criterion 2.2.2 of Section III **(Evaluation and Qualification Criteria)**	
Requirement	*Bidder's Response*
The Bidder shall demonstrate that the goods offered have (i) been in production for at least three (3) years, and (ii) been deployed a minimum of three (3) Document Management Systems/Solutions of similar type and specification over the last three (3) years; (ii)a. Bidder shall provide details of the above-mentioned deployments • Name of the Client • Sector-Public or Private • Product Name and Version • Scope of work • Details of Cloud Environment • Go Live Date • Duration of implementation • Number of Users/License • Number of Location/Sites • Contact details of the client/s • Hardware used for the Document Management System	

Form 6 : Team requirement

Team Requirement
in Accordance with Criterion 2.2.3 of Section III (Evaluation and Qualification Criteria)
(Please Specify)

Form 7: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous_____Years [LKR]		
Year 1:	Year 2:	Year_:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑   Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section III of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.

- Historical financial statements must be audited by a certified accountant.

- Historical financial statements must be complete, including all notes to the financial statements.

- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form 8: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last .... Years		
Year	**Amount Currency**	**LKR**
Average Annual Turnover		

Form 09: General Compliance

S/N (1)	Requirement (2)	Bidder's Specification	
		Bidder's Offer (Briefly Describe) (3)	Compliance with the Specifications requested Complied / Not Complied (4)
01.	Bidder should provide proposed solution s Software as a Service model		
02.	The proposed solution should support over 15,000 mail boxes		s
03.	Bidder must have certified OEM Engineers (for the proposed email solution) (at least 3) on company permanent payroll		
04.	Bidder must have similar projects (one project with at least 1,500 email accounts) during past 5 years		
05.	Bidder should make sure propose solution availability 99.9 % per year.		
06.	Bidder shall responsible to installing and configuring up to date OS/ patches, firmware, etc.		
07.	Bidder must provide operation and support for the period one year should comply for SLA stipulated under 3.8		
08.	The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to provide additional information required that may not be listed here.		
09.	Bidder should use their experience and best practices approach to provide any and all required information related to the assignment, beyond the items listed in this document if appropriate.		

S/N (1)	Requirement (2)	Bidder's Specification	
		Bidder's Offer (Briefly Describe) (3)	Compliance with the Specifications requested Complied / Not Complied (4)
10.	Bidder shall allocate qualified dedicated personnel or team 24x7 to directly communicate with Ministry technical team to resolve all technical issues and carry out technical improvements.		
11.	The proposed solution shall be able to delegate administration functions to domain level. (E.g. domain admin should be able to manage user life cycle)		
12.	Upon the completion of the implementation, Ministry technical team will be carrying out site inspection and the UAT,OAT. After completion of the UAT,OAT bidder should provide the recommendation for services operation.		
13.	Bidder shall complete the implementations according to the Ministry's requirements within an agreed time period.		
14	The proposed email solution shall be able to migrate with all the data and accounts to another public cloud service provider or on-premise email solution.		
15.	If requested by Ministry, Bidder should migrate proposed email system to another on premise email system or public cloud-based email system with all the accounts & data at the end of this contract or during this contract.		
16.	Bidder shall ensure periodical checkups to support live operations comply with the defined technical standards, security policies, procedures and with government regulations.		

S/N (1)	Requirement (2)	Bidder's Specification	
		Bidder's Offer (Briefly Describe) (3)	Compliance with the Specifications requested Complied / Not Complied (4)
17.	The bidder shall provide ongoing support and maintenance of the implemented solution to cover the security aspects including signature updates, threats etc.		
18.	The bidder shall provide ongoing support and maintenance of the implemented solution to cover the post implementation bugs, errors, upgrades, patches and/or any support requested by the institute.		
19.	Bidder must procure required SSL certificates on behalf of the Ministry		
20.	The bidder must agree to provide support and maintenance for at least three (03) years post implementation and shall adhere to SLA stipulated under 3.8		
21.	Bidder shall be responsible to provide following documents. 1. Detailed low-Level Design 2. Physical architectural diagrams and reports 3. As-built document 4. Troubleshooting guides for technical team 5. Simplified User manuals 6. Detailed technical data sheets for each product All documents required in both soft copies and hard copies with readable format. Bidder shall provide required printed copies where and when required. All data sheets should be publicly available and accessible		

2.0 Email Solution

S/N	Feature	Bidder response (Yes / No)	Comments
	Messaging Server		
2.01	Details of the Enterprise Messaging Server: Application Name, Version, date of release of proposed version, date of release of next version, application/product development path, etc.		
2.02	The proposed solution must have been in the global market for the last 10+ years period continuously. Product Deployment model should support On-premises, Public, Private or Hybrid cloud. Please indicate the product history.		
2.03	Should be able to support and enable users to connect using the desktop / thick mail clients like MS Outlook, Lotus Notes, Mozilla Thunder Bird, Evolution, Outlook Express using industry standard protocols like POP3/IMAP/HTTP/SMTP over normal and secure channels.		
2.04	Application should be able to operate on diverse OS platforms. The solution proposed should have the capability to run on a wide range of OS platforms on the server side and on the client side. The solution should also support the latest containerization technology like Docker, Kubernetes and should be Cloud-Native.		
2.05	The solution proposed should have the capability of running on a wide range of hardware platforms. The capability of running server-side software on different hardware platforms. Ability to run Docker/Kubernetes should be possible for On-Premises deployments as well as Cloud-Native deployments.		
2.06	Should support multiple domains on a single system.		
2.07	Should explain how messages are stored and advantages of that approach w.r.t single mailbox restore without impacting / downtime for other users in online and offline mode.		
2.08	Should support transaction logging database to increase reliability and faster recovery.		
2.09	Should support recovery or restoration of single mailbox without impacting / downtime for other users in online and offline mode.		

S/N	Feature	Bidder response (Yes / No)	Comments
2.10	Should support storage of any file format and should allow users to upload and download content from the messaging system.		
2.11	Should support full-text search including scheduled indexing for faster search capabilities from the messaging client.		
2.12	Should support option of retaining mails even after deletion for a certain period of time. Should also support the option for restoration from a backup.		
2.13	The messaging store should support Server and Client-side rules.		
2.14	Should be capable of scheduling message delivery by date and time both by user and administrator.		
2.15	Should support unlimited number of user mailboxes per message store database.		
2.16	Should support hosting multiple message store databases of unlimited size on the same physical server.		
2.17	Should support features like Notice Board or Bulletin Board or forums along with a feature to store documents. Also, these stores should support access control with variety of permission set.		
2.18	Should support online maintenance of mailboxes which can be scheduled. Should also support restoration of mailboxes to active messaging system		
2.19	Should support incremental backups and point in time restore of transaction logs		
2.20	Should support hosting messaging sub-systems by role (like protocol, message storage, directory database, message routing, etc.) on more than one physical server or on the same server using Logical Partitioning. Please explain if you can use the same server for multiple roles.		
2.21	Should support high availability clustering like active-passive, active-active. Explain the merits of each clustering approach with hardware and bandwidth requirements.		
2.22	Should support clustering across operating systems.		
2.23	Should be able to specify data which needs to be clustered.		
2.24	Should be able to cluster servers with different hardware		

S/N	Feature	Bidder response (Yes / No)	Comments
	and software configurations.		
2.25	Should provide minimum 1GB e-mail box capacity for each user with mail box expandability support up to 10 GB per user		
2.26	Should provide integration with Microsoft Active Directory and Microsoft Active Directory Federation Services (ADFS) or any other IAM system for single sign on and authentication		
2.27	The proposed solution shall be integrated with external identify platform WSO2, for user authentication and authorization with the following: - SAML2 Web SSO - oAuth/Open ID Connect		
3.0	**Message De-duping**		
3.01	Message De-duping: The System should not duplicate attachments sent in the messages addressed to multiple recipients in to each mailbox in the system.		
3.02	Solution should support de-duping to store older attachment objects that haven't been accessed within a specified number of days. This feature allows you to reduce the amount of data stored on mail servers that use de-duping. It can also improve the performance of any incremental file backups done for mail messaging platform.		
4.0	**Mail Messaging System Recovery**		
4.01	It should facilitate auto and manual recovery of the corrupt mailboxes to the active messaging system with the need of a recovery server.		
4.02	The system should provide an easy way for recovery of individual or group of mailboxes to the active system.		
5.0	**Desktop/Thick Mail Client**		
5.01	Name of the Thick Mail Client application provided along with the Messaging Server. Also, provide version and release details of the application. Thick client should be provided by the OEM along with the Messaging Server at no additional cost.		
5.02	Specify other thick clients are supported by the messaging server		

S/N	Feature	Bidder response (Yes / No)	Comments
5.03	protocols should also work over secure communication channels.		
5.04	Data sent over the network can be compressed for more efficient network utilization.		
5.05	Allow multiple people to share a single PC. The thick mail client software should have features for creating multiple-user profiles on a single PC with separate message stores, allowing users to access their personal data securely while sharing common resources.		
5.06	Roaming user - allow users to have their personal information, welcome page, bookmarks, address book, preferences, journal, user dictionary – anywhere they are working.		
5.07	Should support multiple archive policies and destinations. Save valuable contents and retrieve them whenever they are needed.		
5.08	Group Calendaring - Allow users to manage another user's calendar. Can compose and accept/decline meeting invitations. Auto Accept/Decline of invitations.		
5.09	Should support Task Assignment.		
5.10	Should provide for support for Journal Entries.		
5.11	Should support for Mail Box Delegation.		
6.0	**Mobile Client**		
6.01	The Email/Calendar/Contact services should be accessible using 3G/4G/5G enabled mobile devices for limited set of users.		
6.02	List of the devices supporting the mobile client (if any).		
6.03	The Mobile Access should have support for accessing mails from iOS / Android Mobile Enabled Devices.		
6.04	The Mobile component of the messaging solution should		

S/N	Feature	Bidder response (Yes / No)	Comments
	support the functionality to remotely wipe all data from devices.		
6.05	The Mobile Component should have features which can control features without the use of additional software like limit number of devices, control camera, limit copy and paste, encrypt local storage and also whitelist software for attachments etc. Please provide a list of supported functionalities		
7.0	**Web Interface**		
7.1	All Web mail functionality should be accessible through all major browsers like: Chrome. Mozilla Firefox, Edge. Provide a list of supported browsers.		
7.2	The Web interface automatically updates to display messages and other updates (without refreshing the browser or user's intervention).		
7.3	Ability to delegate access to mail files and allow users to decide level of access needs to be provided.		
7.4	Ability to view attachments		
7.5	User should be able to customize the look and feel of the webmail interface.		
7.6	User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up on the day prior to an important meeting or deadline. Reminder alarms are generated automatically, helping to increase operational efficiency across the organization.		
7.7	Should allow the user to delegate the scheduling and response to meeting invitations to another user, especially helpful for administrative assistants and busy executives.		
7.8	The offline Web Mail feature should also allow for Mails to be composed and sent when disconnected from the network and when connectivity resumes the message should be automatically sent to the server without user intervention.		
8.0	**PKI Services**		

S/N	Feature	Bidder response (Yes / No)	Comments
8.1	The Messaging Solution should provide for PKI services (issuing certificates to users, authenticating certificates) using a local certificate authority.		
8.2	PKI Services should provide infrastructure to enable Secure Messaging (S/MIME) capability and integration with the messaging system.		
8.3	The Certificate Authority must be able to be signed by a CA compliant to open standards such as x.509v3.		
8.4	Support for 2 key pairs to individually support digital signing and encryption.		
8.5	Key pair generation, Certificate request and Retrieval of certificates must be done automatically with minimal user intervention.		
8.6	The PKI system should be available to all clients – Desktop, Laptop, Web based and Mobile clients.		
9.0	**Administrative Features for Mail Messaging System**		
9.1	The system administrator should be able to start, stop, restart software components without the shutdown of underlying hardware component.		
9.2	System administrator should be able to delegate administration on the basis of users.		
10.0	**Monitoring**		
10.1	Self-monitoring capabilities to monitor essential services and resources. Service monitoring agents integrated with service control programs to prevent accidental restarts. Monitor the messaging queues for stuck/jammed queues.		
10.2	Self-healing capabilities to clean unwanted files, start suspended services, etc.		
10.3	Ability to monitor services on remote servers allowing cross site monitoring within the network.		
10.4	Enterprise Console - In a distributed server setup (enterprise setup), it may be required to remotely monitor the servers from a single point. Capability to view the consoles of selected other servers on the master console. The activity event log on the master should contain the consolidated event statements of the selected slave servers and the master server.		
11.0	**Security**		
11.1	Email security shall have comprehensive set of security		

S/N	Feature	Bidder response (Yes / No)	Comments
	features that integrates inbound and outbound defenses against latest email threats such as spam detection, Anti-viruses, Malicious URL blocking, DNS RBL verification, IP Reputation filtering, anti-spoofing.		
11.2	Proposed solution shall have ability to validate incoming emails through DKIM, DMARC		
11.3	Proposed solution shall provide options for end users to report SPAM and malicious emails		
11.4	Should provide integrated PKI as a foundation for numerous security features, including: digital signatures and encryption; granular access control -- down to the individual field level; local data encryption; and trust relationships in multi-organization and Extranet applications.		
11.5	SSL (PKI) support to secure the client and server communication		
11.6	The Mail Messaging Solution should have support for following authentication mechanisms: •Smart Cards, Biometrics, USB, Tokens •Certificate based Authentication		
11.7	The Mail Messaging Solution should have support for Public Key Infrastructure- signing and verification using digital certificates.		
11.8	Should support encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Provide details		
11.9	Should provide inbuilt support for digital signature		
11.10	Solution should offer Hierarchy based delegated administration. It should also support definition of explicit / implicit policy kind of a structure for delegated administration.		
11.11	Users should not have rights on servers.		
12.0	**High Availability**		
12.1	The Proposed Cluster Solution Should have single console-based GUI management.		
12.2	The Proposed Cluster Solution Should have option to integrate load balancing of the workload in the cluster.		
12.3	It should be possible to form a Cluster across different		

	classes of servers irrespective of the hardware vendor		
12.4	The Proposed Cluster Solution Should provide flexibility for adding or removing servers in the cluster as needed without bringing the cluster or applications offline		
12.5	The Proposed Clustering Solution has to be based on application level clustering without the need for specialized software		
12.6	The Proposed Cluster Solution should have Extensive scalability. Cluster nodes could be added and removed as business needs change.		
12.7	The proposed cluster solution should have the capability of replicating data across operating systems without the need of expensive data replication software.		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept lowest or any Bid you received.

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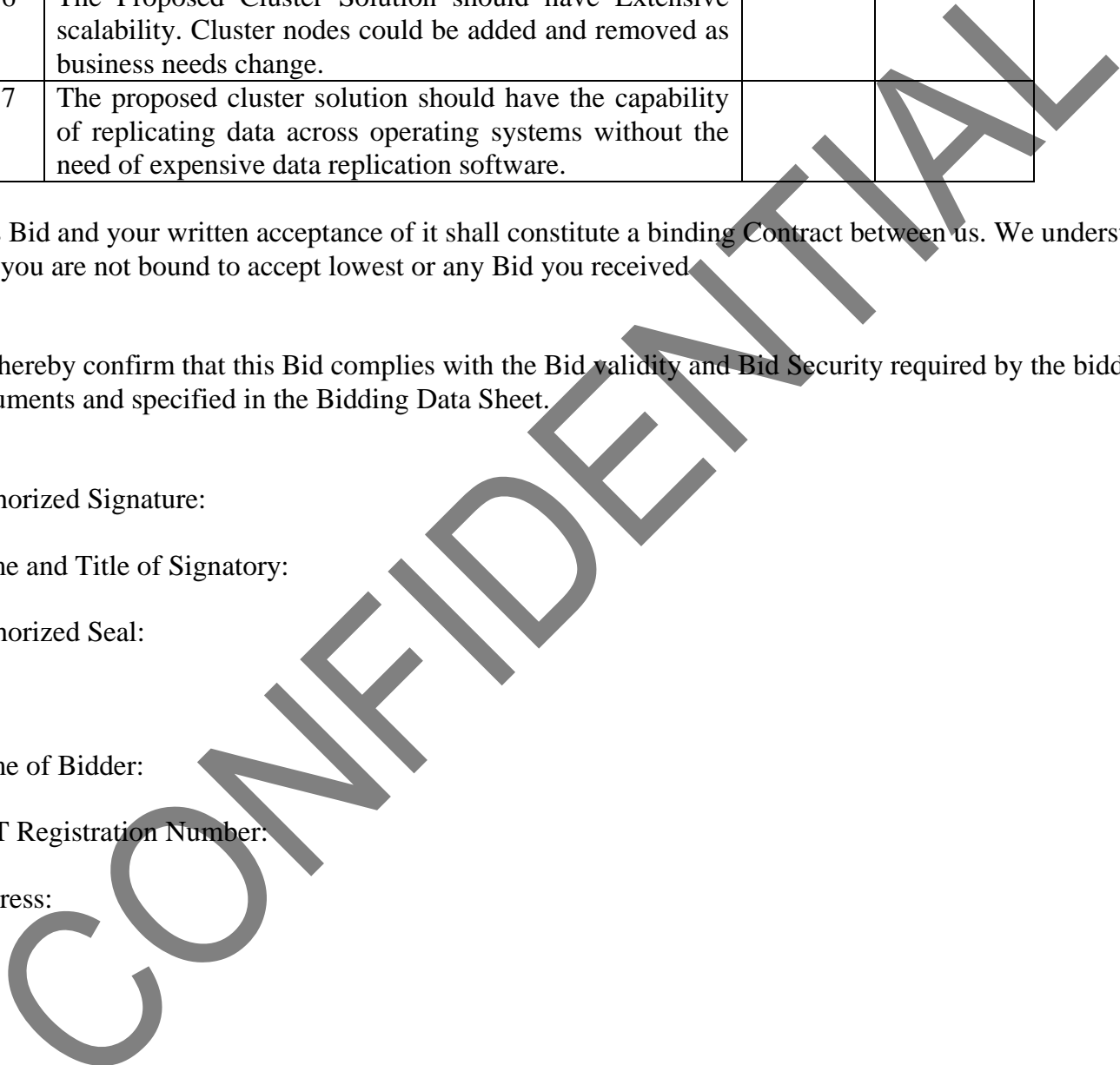
Authorized Signature:

Name and Title of Signatory:

Authorized Seal:

Name of Bidder:

VAT Registration Number:

Address:

Section V Schedule of Requirement

Contents

1. Introduction of the project

1. Background

As of the Subjects and Functions assigned to The Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, as of the Extraordinary Gazette No. 2215/20 dated February 16, 2021 and other related Gazette Notifications issued under the directive of His Excellency the President, includes 'Assisting in the formulation of policies in relation to the subject of Home Affairs for the creation of a "secure country" under the direction and guidance of the Minister of Defence in conformity with the prescribed Laws, Acts and Ordinances and implementing, projects under the National Budget, State Investment and National Development Programme, and implementing, monitoring and evaluating subjects and functions of All District Secretariats and Divisional Secretariats', and assigned with Special Priorities 'To facilitate the shift towards the concept of public servant from the concept of public officer for people-centric public service delivery' and 'To facilitate strengthening the delivery of citizen-centric services provided by District Secretariats and Divisional Secretariats'.

Accordingly, all District and Divisional Secretariats and all Grama Niladharis are functioning under the purview of the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government serves as the Cabinet Ministry.

Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government, similar to all other government organizations, heavily depends on remote communication modes especially during the Covid-19 pandemic and to comply with the provisions of the e-Government Policy and data protection good practices, hence decided to optimize the use of official email accounts in the mode of '……@......gov.lk' across its institutional framework from the national level to the grassroots level.

2. Objective

Though the Ministry has obtained the services of common digital platforms and email services provided by LGC of the Information and Communication Technology Agency of Sri Lanka (ICTA), its current capacities are not sufficient to cater the ever-increasing demands from Grama Niladharis and officials of the District and Divisional Secretariats.

In this context, the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government is seeking the service of a professional email service provider with software as Service Model (SaaS), with the capability of deploying its resources to operationalize an official government email service with 15,000 Nos of user accounts. The service provider is selected in accordance with the National Competitive Bidding procedures set out in the Government's Procurement Guidelines.

3. Scope of Requirements

The Proposed email solution is aimed at establishing the following components:
   a. Reliable and secure email communication for the use of all identified employees for their official internal and external communications.
   b. Reliable maintenance and support structure for the email solution
   c. Training sessions for administrators and awareness for end users.

3.1 Functional, Architectural, Legal and Performance Requirements

The proposed email solution MUST comply with the following laws and regulations:

1. Intellectual Property Act No. 36 of 2003
2. Computer Crimes Act No. 24 of 2007
3. Personal Data Protection Act No. 09 of 2022
4. Draft Cyber Security Bill – Published by Ministry of Technology
5. Use of Electronic Documents and Electronic Communication for Official Use (Circular)
6. Use of E-Mail and ICT in general in Government Business (Circular)
7. Compliance with the EU General Data Protection Regulations (GDPR)
8. Electronic Transactions Act No. 19 of 2006 (as amended by Act No. 25 of 2017)
9. ISO 27017 for cloud security, ISO 27018 for cloud privacy

3.2 Functional and architectural requirements to be met by the proposed email solution

#	Scope Item	Details
1	Target number of end users	15,000 individual email accounts with minimum commitment of 2500 e-mail accounts.
2	Mandatory key features of the solution	Email
		Contacts
		Calendar
		External Clients**
		Spam Filter
		Data Loss Prevention (DLP)
3	Hosting	Solution in Public cloud with DR facility
4	Connectivity	Through Lanka Government Network (LGN) / Internet Leased Line

Note: Detailed functionality requirement of the proposed email solution is mentioned in the compliance sheet in section 1.6.

3.3 Systems Administration and Management Functions Required to be met by the proposed email solution

   I. Solution will have a central technical administrative function, central operational function and a decentralized user administrative function.
   II. Central administrative functions will be managed by the Ministry with a group of supporting staff who will do the needful to guide District and Divisional level operational support. They will have to attend to any operational matter which will get logged from the user administrators or end users in each District, Divisional Secretariats and Grama Niladhari offices.

III. Central support team explained above, need to have access to administrative functions of the solution. Those include dashboards which indicate performance of the solutions, logs, audit trails, backups, security policies and configurations.

IV. Central support team need to have direct access to the supplier support through email, chat phone for any incident escalations. Further supplier must define an escalation path with names of the people and their contact details to make sure Service Level Agreement (SLA) is met.

V. Central support team will further attend to any user related queries, such as login issues, basic functionalities, 'how to do' queries and any general support. Therefore, they need to have access to operation diagnostic tools, user access management tools, online product support portals and FAQs with answers.

VI. De-centralized operational function will happen at each District, Divisional Secretariats and Grama Niladhari offices where there are users who have subscribed to the service. This administrator is part of the user community of that organization. However, they have above average knowledge on the solution to provide daily functional support for the users. These administrators need to have administrator console where they can do limited user management functionalities such as management of a user life cycle, password reset, browser setups, and client installations.

VII. Below is the summary of administrative functionalities expected in the proposed solution.

Admin Level	Personnel / Team	Location	Activities
1	Decentralized operational team (on site administrator)	District, Divisional Secretariats and Grama Niladhari offices	management of a user life cycle, password reset, browser setups, and client installations
2	Central operational and technical team	Centrally at Ministry support desk	Login issues, basic functionalities, 'how to do' queries and any general support, performance of the solutions, actions based on logs / audit trails, backups, archival, , security policies and configurations, system monitoring and reporting, bridge user community and vendor support if required.
3	Supplier technical team	Supplier location	Any technical matter which cannot be resolved by the Ministry central support team

3.4 Performance Requirements of the email

Proposed email solution will cater to the requirements of GoSL employees. Initial 15,000+ will get on boarded. However, the solution should be scalable for more than 20,000 users. Solution needs to maintain acceptable performance levels throughout this expansion.

Solution performance levels will be measured primarily with end user experience. These expected end user experience levels need to be maintained even while the back-end office functionalities such as back up process, archiving process, etc. are getting executed.

Bidder must make sure to maintain below performance criteria for concurrent access of all the users at given time.

If bidder is unable to maintain below mentioned performance parameters due to a reason beyond bidder's control, bidder must clearly showcase or prove such.

#	Measurement – User related	Expected Performance level
1	Time to load the inbox from the application launch	Below 1 second
2	Time to open new email compose screen	Below 1 second
3	Time to send the email and push it outbox from the click of the "send" button	Below 2 seconds
4	Sort the email using any field	Below 3 seconds
5	Search an email using key words	Below 3 seconds
6	Open calendar invitation	Below 1 second
7	Search for an archived email or calendar note	Below 5 seconds

If there are any software components need to be installed or implemented to manage the service performance, those need to be included in the solution and supplier need to clearly explain the use and the behavior of the same.

Performance of the total solution need to be tested and demonstrated with the automated load testing during the implementation phase of the project.

a. The bidder should prove the Solution is cable of handling concurrent access of 70% of the total user base.
b. Solution needs to be tested and simulated with a low bandwidth (below 1Mbps) connection to demonstrate if the performance matrix can be met.

Service Providers are invited to submit the most competitive quotation for the specified below services:

Bidders are required to state their compliance to the specification/ requirements against each and every criteria of specification stipulated under section 6.0

Required Service: Dimensioning, Installation, Configuration and Maintenance of on-premise e-Mail Solution to facilitate at least 15,000 mail inboxes (256 MB per inbox) with high availability.

3.5 Training and Training Materials

Deploying professionals should be able to undertake the following training.
a) There are three (3) types of users in the solution.
    i. District Level de-centralized user administrators,
    ii. Central support team of the Ministry,
    iii. Actual end users (officials)

b) Central support team Administrators (3 Nos) must be trained by the supplier on the solution administrative functions. This should be administration level training and training will be conducted physically with comprehensive hands-on sessions and training materials. This training will be executed right after the solution implementation is completed and just before the live operations starts.

c) Bidder need to train 250 number of district level administrators in multiple batches on the solution functionalities and the features. This training will be conducted online with comprehensive hands-on sessions and training materials. This training needs to be executed just before the live operations start.

d) Only training materials shall be prepared in all three languages (50 copies each) with clear and concise texts and graphic (both soft and hard copies) by the supplier to be used by the Ministry for the end user training sessions.

e) FAQs with answers, Online Help forums and access to technical support shall be provided by the supplier to the central support team.

3.6 Operational Acceptance Tests (OAT)

a) Supplier shall provide the test scripts, user stories and expected results with a test plan required for the testing.

b) Acceptance criteria for the operational testing needs to be defined by the supplier and mutually agreed and signed off by both the supplier and the Ministry.

c) After installation of the solution, Ministry shall carry out an operational acceptance testing on the solution functionalities. This will not be limited to the test scripts and user stories provided by the supplier.

d) Any defects or bugs coming out of the operational testing need to be fixed by the supplier and allow for re-testing. Ministry shall carry out the re-testing.

e) The process explained above should be repeated until the acceptance criteria is met by both parties.

f) Test results with evidence (screen shots, reports or outputs) and operational acceptance testing sign off need to be documented as a formal deliverable from the project.

g) Any corrective actions suggested by the vulnerability assessments / penetration test audits before Implementation, need to be fixed for the OAT sign off.

h) Any corrective actions suggested by the vulnerability assessments / penetration test audits after Implementation, need to be fixed during the Support and Maintenance period.

3.7 Support and Maintenance

a) The supplier shall provide the following main services under same main contract.

    I. Fixing of any bugs, defects or mal functioning of the solution according to the defined Service Level Agreement (SLA).

    II. All software upgrades and patch updates shall be available without any delay or any extra cost.

    III. In the event of a disaster recovery, supplier shall provide technical support to Ministry with related to the key management solution re-installation, backup restoration, software configuration and any other related technical activity.

a) SLAs for the warranty period is specified under 3.8

b) Supplier shall submit an escalation matrix within the warranty contract. This matrix will be used in case of a SLAs breach, to find resolutions and apply penalty as specified.

3.8 Service Level Agreement (SLA)

Priority	Incident Type	Severity	Urgency	Definition	Response Time (Respond to the incident)	Resolution Time* (Temporary solution)	Resolve Time** (Permanent fix)
1	Critical	Very High	Very High	Business transactions have come to a stand-still where entire service is not functioning as intended.	Within 15 minutes	Within 30 minutes	Within 2 hours
2	Urgent	High	Very High	Service is available for users, but serious impact to business transactions. Workaround available in the solution. Examples: 1. Some key functionalities (address book, calendar, etc...) of the solution are not operational. 2. One or more components of the solution malfunction.	Within 30 minutes	Within 2 hours	Within 4 hours
3	Major	High	High	Service is available for users, but business transactional process is not optimal. Users must put an extra effort to achieve the results. Examples: 1. Considerable lag (more than 30 min) in receiving emails 2. Calendar doesn't get updated with meeting invitations	Within 1 hour	Within 8 hours	Within 16 hours
4	Minor	Medium	Medium	There is an inconvenience to the user. But business transactional process can be executed without impacting the results. Examples: 1. Slowness in the solution (sending, receiving emails) 2. Latency in notifications, reminders	Within 2 hours	Within 24 hours	Within 48 hours
5	Improvement	Low	Medium	Improvement to the current business transactional process, which will bring in benefits to the current situation. Examples: 1. Improvement to an existing feature	Within 24 hours	N/A	Based on priority CR list
6	New Feature	Low	Low	New feature to the solution, which could bring benefits in the long run and need to be prioritized for future releases.	Within 48 hours	N/A	Based on priority CR list

Priority	Incident Type	Severity	Urgency	Definition	Response Time (Respond to the incident)	Resolution Time* (Temporary solution)	Resolve Time** (Permanent fix)
				Examples: 1. Introduction of new feature			

4. Penalty calculations

Priority	Response Time Penalty Fee (Respond to the incident)	Resolve Time Penalty Fee (Permanent fix)	Penalty Fee based on number of incidents per year
1	If the vendor fails to respond to the incident within 15 min from the time incident reported, "response time penalty fee" will be LKR 5000 per incident. This penalty fee will be imposed only once per incident. Example: If the vendor responded to an incident after 2 hours, still "response time penalty fee" will be LKR 5000 only.	If the vendor fails to resolve the incident 02 hours from the time incident reported, "resolve time penalty fee" will be LKR 20000 per incident. For every 30 minutes delay to resolve the incident or part thereof beyond the first 30 minutes, penalty fee will be LKR 4000 per incident. Example: If the resolution of a ticket happens after 2 hours, "resolve time penalty fee" will be LKR 5000 (for the first 30 min) + LKR 4000 (for the second 30 min) + LKR 4000 (for the third 30 min) + LKR 4000 (for the fourth 30 min) = LKR 17000 (for resolution after 2 hours).	If there are more than two incidents per month, for every additional incident, there will be a penalty fee of LKR 10,000 per incident, irrespective those incidents are met with SLA or not. Example: If there are 4 tickets in a given month, penalty fee will be LKR 10,000 (third incident) + LKR 200,000 (fourth) = LKR 20,000 (for the additional two incidents occurred).
2	If the vendor fails to respond to the incident within 30 min from the time incident reported, "response time penalty fee" will be LKR 2000 per incident. This penalty fee will be imposed only once per incident. Example: If the vendor responded to an incident after 2 hours, still "response time penalty fee" will be LKR 2000 only.	If the vendor fails to resolve the incident within 4 hours from the time incident reported, "resolve time penalty fee" will be LKR 4000 per incident. For every 1-hour delay to resolve the incident or part thereof beyond the first 1 hour, penalty fee will be LKR 3000 per incident.	If there are more than three incident per month, for every additional incident, there will be a penalty fee of LKR 100,000 per incident, irrespective those incidents are met with SLA or not.

5. Experience and Financial Capability in similar assignments:

- The Firm should have minimum three (03) years' experience on providing similar services and the average annual turnover should be more than LKR 25 Million in last five years.
- Prospective bidder shall have successfully completed minimum three projects of similar nature and capacity during last five years.

6. Additional Requirements on the proposed Firm

- A majority of the senior staff members nominated should have worked as a

team in delivering a successfully implemented e-Government solution, which is currently operational on LGC/LGN.

Note that, this is a mandatory requirement is in addition to the skill requirements for each individual staff member.

- Mandatory Sprint Reviews will be held at the end of each Sprint.

7. Non-Disclosure Agreement:

The Non-Disclosure Agreement will be signed with the Client

8. Payment Terms: Payment will be made on a monthly basis upon the submission of the time sheets to the Client

S/N	Milestone	Acceptance criteria/ Deliverables	Timelines	Payment Terms
1	Commencement Date (T)	Signed agreement	Contract Sign-off +7 days = (T)	
2	Implementation Completion	Acceptance of the Operation Acceptance Testing	T + 2 weeks	
3	Creation of the first batch of 2,500 IDs	Successful operation of the first 2,500 email and collaboration tools accounts	T + 1 month	
4	Creation of the second batch of 2,500 IDs	Successful operation of the second 2,500 email and collaboration tools accounts	T + 1.5 months	
5	Creation of the third batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2 months	
6	Creation of the fourth batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2.5 months	
7	Creation of the fifth batch of 5000 IDs	Successful operation of the third 5000 email and collaboration tools accounts	T + 3 months	

*** Should be completed by the bidder**

9. Payment schedule

S/N	Milestone	Acceptance criteria/ Deliverables	Timelines	Payment Schedule
1	Commencement Date (T)	Signed agreement	Contract Sign-off +7 days = (T)	Initial set up + resource allocation for 20%
2	Implementation Completion	Acceptance of the Operation Acceptance Testing	T + 2 weeks	10%
3	Creation of the first batch of 2,500 IDs	Successful operation of the first 2,500 email and collaboration tools accounts	T + 1 month	10%
4	Creation of the second batch of 2,500 IDs	Successful operation of the second 2,500 email and collaboration tools accounts	T + 1.5 months	10%
5	Creation of the third batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2 months	10%
6	Creation of the fourth batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2.5 months	10%
7	Creation of the fifth batch of 5000 IDs	Successful operation of the third 5000 email and collaboration tools accounts	T + 3 months	20%
8	Final Stage	Success of overall process for all e-mail		10%

** *Should be completed by the bidder*

2. Delivery and Completion Schedule

S. N	Milestone	Acceptance criteria/ Deliverables	Timelines
1	Commencement Date (T)	Signed agreement	Contract Sign-off +7 days = (T)
2	Implementation Completion	Acceptance of the Operation Acceptance Testing	T + 2 weeks
3	Creation of the first batch of 2,500 IDs	Successful operation of the first 2,500 email and collaboration tools accounts	T + 1 month
4	Creation of the second batch of 2,500 IDs	Successful operation of the second 2,500 email and collaboration tools accounts	T + 1.5 months
5	Creation of the third batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2 months
6	Creation of the fourth batch of 2500 IDs	Successful operation of the third 2500 email and collaboration tools accounts	T + 2.5 months
7	Creation of the fifth batch of 5000 IDs	Successful operation of the third 5000 email and collaboration tools accounts	T + 3 months

3.   Technical/Functional Specifications

The Technical/Functional specifications should be provided in the following format. <u>The bidder shall fill the columns 3 and 4. Bidder's failure to provide the information requested in the columns 3 and 4 may be a reason for the rejection of the bid</u>. If any discrepancy is observed between the information provided by the bidder in the columns 3 and 4 and the other technical/functional information attached to the bid, the information provided herein shall take precedence.

1)   General Compliance

| | | Bidder's Specification | |
S/N (1)	Requirement (2)	Bidder's Offer (Briefly Describe) (3)	Compliance with the Specifications requested Complied / Not Complied (4)
01.	Bidder should provide proposed solution s Software as a Service model		
02.	The proposed solution should support over 15,000 mail boxes		
03.	Bidder must have certified OEM Engineers (for the proposed email solution) (at least 3) on company permanent payroll		
04.	Bidder must have similar projects (one project with at least 1,500 email accounts) during past 5 years		
05.	Bidder should make sure propose solution availability 99.9 % per year.		
06.	Bidder shall responsible to installing and configuring up to date OS/ patches, firmware, etc.		
07.	Bidder must provide operation and support for the period one year should comply for SLA stipulated under 3.8		
08.	The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to provide additional information required that may not be listed here.		
09.	Bidder should use their experience and best practices approach to provide any and all required information related to the assignment, beyond the items listed in this document if appropriate.		

S/N	Requirement	Bidder's Specification	
		Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
10.	Bidder shall allocate qualified dedicated personnel or team 24x7 to directly communicate with Ministry technical team to resolve all technical issues and carry out technical improvements.		
11.	The proposed solution shall be able to delegate administration functions to domain level. (E.g. domain admin should be able to manage user life cycle)		
12.	Upon the completion of the implementation, Ministry technical team will be carrying out site inspection and the UAT, OAT. After completion of the UAT, OAT bidder should provide the recommendation for services operation.		
13.	Bidder shall complete the implementations according to the Ministry's requirements within an agreed time period.		
14	The proposed email solution shall be able to migrate with all the data and accounts to another public cloud service provider or on-premise email solution.		
15.	If requested by Ministry, Bidder should migrate proposed email system to another on premise email system or public cloud-based email system with all the accounts & data at the end of this contract or during this contract.		
16.	Bidder shall ensure periodical checkups to support live operations comply with the defined technical standards, security policies, procedures and with government regulations.		

S/N	Requirement	Bidder's Specification	
		Bidder's Offer (Briefly Describe)	Compliance with the Specifications requested Complied / Not Complied
17.	The bidder shall provide ongoing support and maintenance of the implemented solution to cover the security aspects including signature updates, threats etc.		
18.	The bidder shall provide ongoing support and maintenance of the implemented solution to cover the post implementation bugs, errors, upgrades, patches and/or any support requested by the institute.		
19.	Bidder must procure required SSL certificates on behalf of the Ministry		
20.	The bidder must agree to provide support and maintenance for at least three (03) years post implementation and shall adhere to SLA stipulated under 3.8		
21.	Bidder shall be responsible to provide following documents. 7. Detailed low-Level Design 8. Physical architectural diagrams and reports 9. As-built document 10. Troubleshooting guides for technical team 11. Simplified User manuals 12. Detailed technical data sheets for each product All documents required in both soft copies and hard copies with readable format. Bidder shall provide required printed copies where and when required. All data sheets should be publicly available and accessible		

2.0 Email Solution

S/N	Feature	Bidder response (Yes / No)	Comments
	Messaging Server		
2.1	Details of the Enterprise Messaging Server: Application Name, Version, date of release of proposed version, date of release of next version, application/product development path, etc.		
2.2	The proposed solution must have been in the global market for the last 10+ years period continuously. Product Deployment model should support On-premises, Public, Private or Hybrid cloud. Please indicate the product history.		
2.3	Should be able to support and enable users to connect using the desktop / thick mail clients like MS Outlook, Lotus Notes, Mozilla Thunder Bird, Evolution, Outlook Express using industry standard protocols like POP3/IMAP/HTTP/SMTP over normal and secure channels.		
2.4	Application should be able to operate on diverse OS platforms. The solution proposed should have the capability to run on a wide range of OS platforms on the server side and on the client side. The solution should also support the latest containerization technology like Docker, Kubernetes and should be Cloud-Native.		
2.5	The solution proposed should have the capability of running on a wide range of hardware platforms. The capability of running server-side software on different hardware platforms. Ability to run Docker/Kubernetes should be possible for On-Premises deployments as well as Cloud-Native deployments.		
2.6	Should support multiple domains on a single system.		
2.7	Should explain how messages are stored and advantages of that approach w.r.t single mailbox restore without impacting / downtime for other users in online and offline mode.		
2.8	Should support transaction logging database to increase reliability and faster recovery.		
2.9	Should support recovery or restoration of single mailbox without impacting / downtime for other users in online and offline mode.		

S/N	Feature	Bidder response (Yes / No)	Comments
2.10	Should support storage of any file format and should allow users to upload and download content from the messaging system.		
2.11	Should support full-text search including scheduled indexing for faster search capabilities from the messaging client.		
2.12	Should support option of retaining mails even after deletion for a certain period of time. Should also support the option for restoration from a backup.		
2.13	The messaging store should support Server and Client-side rules.		
2.14	Should be capable of scheduling message delivery by date and time both by user and administrator.		
2.15	Should support unlimited number of user mailboxes per message store database.		
2.16	Should support hosting multiple message store databases of unlimited size on the same physical server.		
2.17	Should support features like Notice Board or Bulletin Board or forums along with a feature to store documents. Also, these stores should support access control with variety of permission set.		
2.18	Should support online maintenance of mailboxes which can be scheduled. Should also support restoration of mailboxes to active messaging system		
2.19	Should support incremental backups and point in time restore of transaction logs		
2.20	Should support hosting messaging sub-systems by role (like protocol, message storage, directory database, message routing, etc.) on more than one physical server or on the same server using Logical Partitioning. Please explain if you can use the same server for multiple roles.		
2.21	Should support high availability clustering like active-passive, active-active. Explain the merits of each clustering approach with hardware and bandwidth requirements.		
2.22	Should support clustering across operating systems.		
2.23	Should be able to specify data which needs to be clustered.		
2.24	Should be able to cluster servers with different hardware		

S/N	Feature	Bidder response (Yes / No)	Comments
	and software configurations.		
2.25	Should provide minimum 1GB e-mail box capacity for each user with mail box expandability support up to 10 GB per user		
2.26	Should provide integration with Microsoft Active Directory and Microsoft Active Directory Federation Services (ADFS) or any other IAM system for single sign on and authentication		
2.27	The proposed solution shall be integrated with external identify platform WSO2, for user authentication and authorization with the following: - SAML2 Web SSO - oAuth/Open ID Connect		
3.0	**Message De-duping**		
3.1	Message De-duping: The System should not duplicate attachments sent in the messages addressed to multiple recipients in to each mailbox in the system.		
3.2	Solution should support de-duping to store older attachment objects that haven't been accessed within a specified number of days. This feature allows you to reduce the amount of data stored on mail servers that use de-duping. It can also improve the performance of any incremental file backups done for mail messaging platform.		
4.0	**Mail Messaging System Recovery**		
4.1	It should facilitate auto and manual recovery of the corrupt mailboxes to the active messaging system with the need of a recovery server.		
4.2	The system should provide an easy way for recovery of individual or group of mailboxes to the active system.		
5.0	**Desktop/Thick Mail Client**		
5.1	Name of the Thick Mail Client application provided along with the Messaging Server. Also, provide version and release details of the application. Thick client should be provided by the OEM along with the Messaging Server at no additional cost.		
5.2	Specify other thick clients are supported by the messaging server		
5.3	protocols should also work over secure communication		

S/N	Feature	Bidder response (Yes / No)	Comments
	channels.		
5.4	Data sent over the network can be compressed for more efficient network utilization.		
5.5	Allow multiple people to share a single PC. The thick mail client software should have features for creating multiple-user profiles on a single PC with separate message stores, allowing users to access their personal data securely while sharing common resources.		
5.6	Roaming user - allow users to have their personal information, welcome page, bookmarks, address book, preferences, journal, user dictionary – anywhere they are working.		
5.7	Should support multiple archive policies and destinations. Save valuable contents and retrieve them whenever they are needed.		
5.8	Group Calendaring - Allow users to manage another user's calendar. Can compose and accept/decline meeting invitations. Auto Accept/Decline of invitations.		
5.9	Should support Task Assignment.		
5.10	Should provide for support for Journal Entries.		
5.11	Should support for Mail Box Delegation.		
6.0	**Mobile Client**		
6.1	The Email/Calendar/Contact services should be accessible using 3G/4G/5G enabled mobile devices for limited set of users.		
6.2	List of the devices supporting the mobile client (if any).		
6.3	The Mobile Access should have support for accessing mails from iOS / Android Mobile Enabled Devices.		
6.4	The Mobile component of the messaging solution should support the functionality to remotely wipe all data from devices.		

S/N	Feature	Bidder response (Yes / No)	Comments
6.5	The Mobile Component should have features which can control features without the use of additional software like limit number of devices, control camera, limit copy and paste, encrypt local storage and also whitelist software for attachments etc. Please provide a list of supported functionalities		
7.0	**Web Interface**		
7.1	All Web mail functionality should be accessible through all major browsers like: Chrome. Mozilla Firefox, Edge. Provide a list of supported browsers.		
7.2	The Web interface automatically updates to display messages and other updates (without refreshing the browser or user's intervention).		
7.3	Ability to delegate access to mail files and allow users to decide level of access needs to be provided.		
7.4	Ability to view attachments		
7.5	User should be able to customize the look and feel of the webmail interface.		
7.6	User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up on the day prior to an important meeting or deadline. Reminder alarms are generated automatically, helping to increase operational efficiency across the organization.		
7.7	Should allow the user to delegate the scheduling and response to meeting invitations to another user, especially helpful for administrative assistants and busy executives.		
7.8	The offline Web Mail feature should also allow for Mails to be composed and sent when disconnected from the network and when connectivity resumes the message should be automatically sent to the server without user intervention.		
8.0	**PKI Services**		
8.1	The Messaging Solution should provide for PKI services (issuing certificates to users, authenticating certificates) using a local certificate authority.		

S/N	Feature	Bidder response (Yes / No)	Comments
8.2	PKI Services should provide infrastructure to enable Secure Messaging (S/MIME) capability and integration with the messaging system.		
8.3	The Certificate Authority must be able to be signed by a CA compliant to open standards such as x.509v3.		
8.4	Support for 2 key pairs to individually support digital signing and encryption.		
8.5	Key pair generation, Certificate request and Retrieval of certificates must be done automatically with minimal user intervention.		
8.6	The PKI system should be available to all clients – Desktop, Laptop, Web based and Mobile clients.		
S/N	**Feature**	**Bidder response (Yes / No)**	**Comments**
9.0	**Administrative Features for Mail Messaging System**		
9.1	The system administrator should be able to start, stop, restart software components without the shutdown of underlying hardware component.		
9.2	System administrator should be able to delegate administration on the basis of users.		
10.0	**Monitoring**		
10.1	Self-monitoring capabilities to monitor essential services and resources. Service monitoring agents integrated with service control programs to prevent accidental restarts. Monitor the messaging queues for stuck/jammed queues.		
10.2	Self-healing capabilities to clean unwanted files, start suspended services, etc.		
10.3	Ability to monitor services on remote servers allowing cross site monitoring within the network.		
10.4	Enterprise Console - In a distributed server setup (enterprise setup), it may be required to remotely monitor the servers from a single point. Capability to view the consoles of selected other servers on the master console. The activity event log on the master should contain the consolidated event statements of the selected slave servers and the master server.		
11.0	**Security**		
11.1	Email security shall have comprehensive set of security features that integrates inbound and outbound defenses against latest email threats such as spam detection, Anti-viruses, Malicious URL blocking, DNS RBL verification, IP Reputation filtering, anti-spoofing.		
11.2	Proposed solution shall have ability to validate incoming emails through DKIM, DMARC		
11.3	Proposed solution shall provide options for end users to report SPAM and malicious emails		

11.4	Should provide integrated PKI as a foundation for numerous security features, including: digital signatures and encryption; granular access control -- down to the individual field level; local data encryption; and trust relationships in multi-organization and Extranet applications.		
11.5	SSL (PKI) support to secure the client and server communication		
11.6	The Mail Messaging Solution should have support for following authentication mechanisms: •Smart Cards, Biometrics, USB, Tokens •Certificate based Authentication		

S/N	Feature	Bidder response (Yes / No)	Comments
11.7	The Mail Messaging Solution should have support for Public Key Infrastructure- signing and verification using digital certificates.		
11.8	Should support encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Provide details		
11.9	Should provide inbuilt support for digital signature		
11.10	Solution should offer Hierarchy based delegated administration. It should also support definition of explicit / implicit policy kind of a structure for delegated administration.		
11.11	users should not have rights on servers.		
12.0	**High Availability**		
12.1	The Proposed Cluster Solution Should has single console-based GUI management.		
12.2	The Proposed Cluster Solution Should has option to integrate load balancing of the workload in the cluster.		
12.3	It should be possible to form a Cluster across different classes of servers irrespective of the hardware vendor		
12.4	The Proposed Cluster Solution Should provide flexibility for adding or removing servers in the cluster as needed without bringing the cluster or applications offline		
12.5	The Proposed Clustering Solution has to be based on application level clustering without the need for specialized software		
12.6	The Proposed Cluster Solution should have Extensive scalability. Cluster nodes could be added and removed as business needs change.		
12.7	The proposed cluster solution should have the capability of replicating data across operating systems without the need of expensive data replication software.		

Section VI - General Conditions of Contract

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

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

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

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

                              (d)   "Day" means calendar day.

                              (e)   "Delivery" means the transfer of the Goods from the Supplier to the
                                       Purchaser in accordance with the terms and conditions set forth in the
                                       Contract.

                              (f)   "Completion" means the fulfillment of the Related Services by the
                                       Supplier in accordance with the terms and conditions set forth in the
                                       Contract.

                              (g)   "GCC" means the General Conditions of Contract.

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

                              (i)   "Purchaser" means the entity purchasing the Goods and Related
                                       Services, as specified in the SCC.

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

                              (k)   "SCC" means the Special Conditions of Contract.

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

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

                              (n)   "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

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

    (i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

    (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

    (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

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

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

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

4.4 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be

in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2   The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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

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

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

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

9.   Governing Law   9.1   The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

**10.   Settlement of   10.1   The Purchaser and the Supplier shall make every effort to resolve amicably
        Disputes**   by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2   If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

10.3   Notwithstanding any reference to arbitration herein,

(a)   the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b)   the Purchaser shall pay the Supplier any monies due the Supplier.

**11.   Scope of   11.1   Subject to the SCC, the Goods and Related Services to be supplied shall be
        Supply**   as specified in Section V (Schedule of Requirement).

12.	**Delivery**	12.1	Subject to GCC Sub clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V (Schedule of Requirement). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. **Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. **Purchaser's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

15. **Contract Price** 15.1 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. **Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than 28 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. **Taxes and Duties** 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. **Performance Security** 18.1 The Supplier shall, within 14 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be in Sri Lankan Rupees, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The above provisions of CC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of

the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

22.2   Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V (Schedule of Requirement). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23.   Packing and Documents

23.1   The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2   The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24.   Insurance

24.1   Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25.   Transportation

25.1   Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section V (Schedule of Requirement).

26.   Inspections and Tests

26.1   The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section V (Schedule of Requirement).

26.2   The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings

and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3   The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

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

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

26.7   The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8   The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

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

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

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

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from

the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2   If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

30. Limitation of Liability

30.1   Except in cases of gross negligence or willful misconduct,

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

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

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is

located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

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

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

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

34. Extensions of Time

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

34.2   Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub clause 34.1.

35. Termination

35.1   Termination for Default

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

(i)   if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii)   if the Supplier fails to perform any other obligation under the Contract.

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

(b)   In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2   Termination for Insolvency

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

35.3   Termination for Convenience

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

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

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

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

36.   Assignment   36.1   Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 7 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1	The Purchaser is: Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government.
GCC 5.1	Language is English
GCC 6.1	Joint ventures are allowed but all JV partners should be Sri Lankan. In case primary bidder unable to provide hosting facilities Bidder can establish partnership with reputed hosting provider to meet compliance requirement mentioned under section 16.6
GCC 8.1	The language shall be: English
GCC 9.1	The governing law shall be: The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: A dispute which cannot be resolved amicably shall be settled in the following manner, Any party may declare a 'Dispute' by notifying the other party of such matter setting for the specifics of the matter in controversy or the claim being made. Within 10 days receipt of such notice, a senior representative of each party not involved with the day-t day operation shall confer and attempt to resolve the Dispute. In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000. In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section III F of the said Act, either party may refer the dispute to a court of competent jurisdiction.
GCC 11.1	The name and identification number of the Contract is "Procurement of An Official E-Mail Solution for Institutions Under the Ministry of Public Administration, Home Affairs, Provincial Councils and Local Government" HA/F/PRO/e-GN/Proc-5
GCC 16.1	**Please Refer the payment schedule**

GCC 16.4	The currencies for payments shall be: Sri Lankan Rupees
GCC 18.1	The supplier shall provide a Performance Security. This shall be an amount equal to ten (10) percent of the contract price (excluding VAT). Performance Security shall be submitted within 14 days of the notification of the contract award from the purchaser and it shall be valid up to 28 days following the date of Compilation of the Supplier's performance obligations under the contract, including any warranty obligations.
GCC 18.3	The forms of acceptable Performance Security are: Format of the Performance Security is given in the Section VIII.
GCC 27.1	The applicable rate for liquidated damages for delay shall be: The liquidated damage shall be 0.5% of the contract price per week or part of week thereof.
GCC 27.1	The maximum amount of liquidated damages shall be: Ten percent (10%) of the total contract price.
GCC 28.3	The period of validity of the Warranty shall be: Three (03) years on-site comprehensive warranty.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of the Total Contract Price.

Section 8 - Contract Forms

Table of Forms

Notification of Award

---- on letterhead of the pUrchaser ----

Letter of Acceptance

. . . . *date*. . . . . . .

To: . . . . *name and address of the sUpplier* . . . .

Subject: . . . . *Notification of Award Contract No*. . . . .

This is to notify you that your Bid dated . . . . *date* . . . . for execution of the ....*name of the contract and identification nUmber, as given in the Bid Data Sheet* ....for the Accepted Contract Amount of the equivalent of . . . . *amoUnt in words and figUres and name of cUrrency* .... , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.
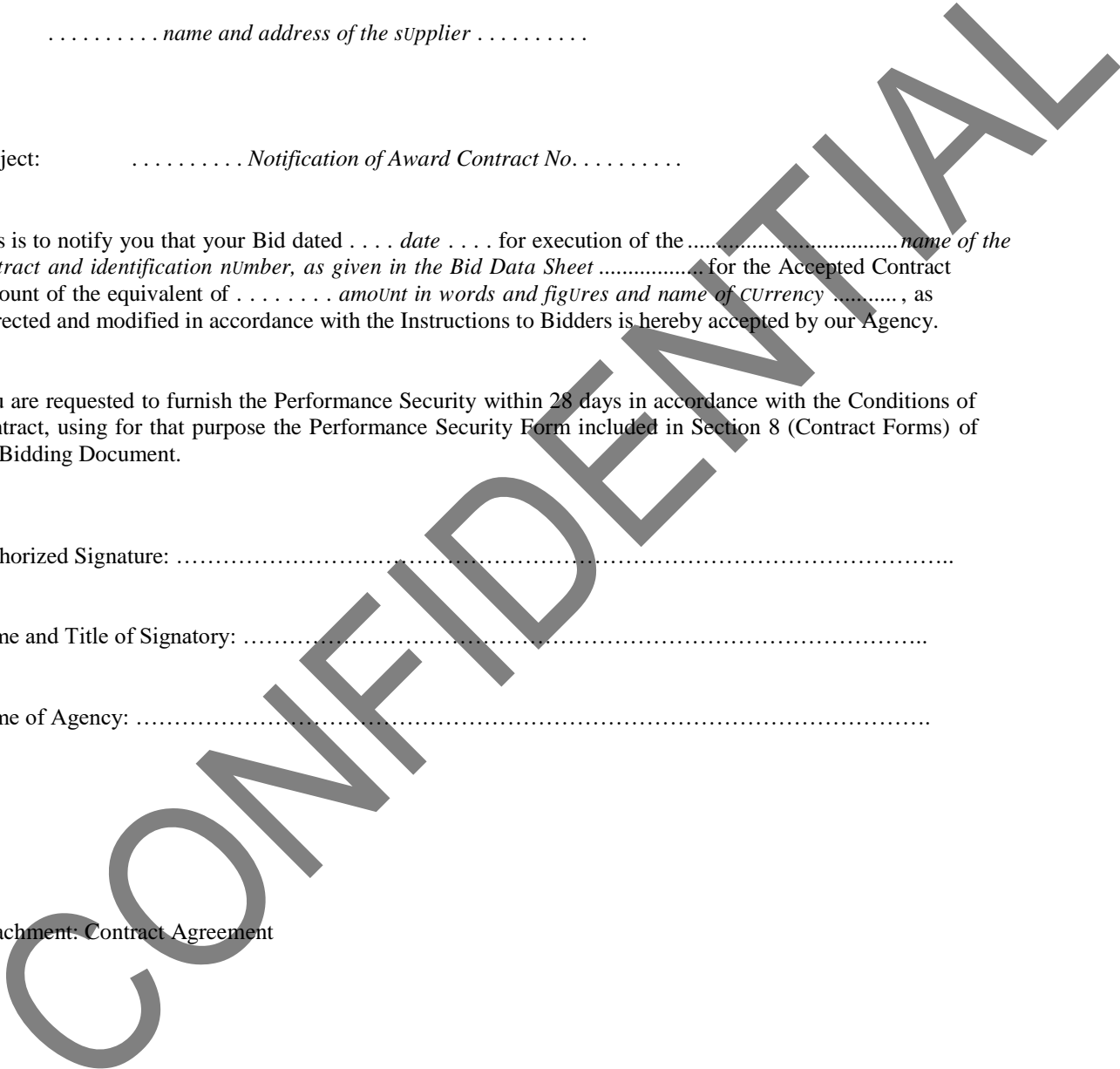
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature: …………………………………………………………………………………..

Name and Title of Signatory: …………………………………………………………………………..

Name of Agency: ……………………………………………………………………………………….

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the Purchaser]* of *[insert complete address of the pUrchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the sUpplier]* of *[insert complete address of the sUpplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert cUrrency or cUrrencies and amoUnt of contract price in words and figUres]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2.   The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a)   the Letter of Acceptance;
   (b)   the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
   (c)   the Technical Bid Submission Sheet submitted by the Supplier;
   (d)   the Special Conditions of Contract;
   (e)   the General Conditions of Contract;
   (f)   the Schedule of Supply; and
   (g)   any other documents shall be added here.[1]

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

3.   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 Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4.   The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods 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 the laws of *[indicated name of coUntry]* on the day, month and year indicated above.

Signed by *[insert aUthoriZed signatUre for the pUrchaser]* (for the Purchaser) Signed

by *[insert aUthoriZed signatUre for the sUpplier]* (for the Supplier)

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1   Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Performance Security

Bank's name, and address of issuing branch or office **1**

Beneficiary: ....*insert name and address of the purchaser* ....

Date: ………………………………….*insert date (as day, month, and year)* …………………………………

Performance Guarantee No.: ....

We have been informed that . . . . . name of the supplier (hereinafter called "the Supplier") has entered into Contract No. . . . . . reference number of the contract. . . . . dated   with you, for the execution of . . . . . . name of contract and brief description of goods and related services. . . . .

(hereinafter called "the Contract").

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

At the request of the Supplier, we . . . . . *name of the bank*.................hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ....*name of the currency and amount in words***2**. . . . (. . . . . *amount in figures* ....) 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 Supplier 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 . . . . ,........................ ,**3** and any demand for payment under it must be received by us at this office on or before that date.

. . . .
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

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1 All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
2 The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.
3 Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Insert complete name and number of contract]

To: [insert complete name of the purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, and year)].

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the

Security] Signed: [insert signature of person whose name and capacity

are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.