Ministry of Finance, Economy and Policy Development
DEVELOPMENT LOTTERIES BOARD
<u>**INVITING TO BIDS FOR**</u>
<u>SUPPLYING, INSTALLATION, COMMISSIONING OF</u>
<u>**ENTERPRISE FIREWALL SOLUTION**</u>
<u>**Bid No : - DLB/PRO/289**</u>

Chairman, Department Procurement Committee, on behalf of the Development Lotteries Board invites sealed bids from Interested eligible bidders for **SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION** for the DLB.

02. Bidding will be conducted according to the National Competitive Bidding (NCB) Procedure.

03. A complete set of Bidding documents in English language could be inspected and purchased upon submission of the written request by the supplier in the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R De Silva Mw, Union Place, Colombo2, from **28.02.2020** to **20.03.2020** (during working days) between 09.00 am to 03.00 p.m, upon payment of the non - refundable document fees **Rs. 3,500.00** The method of payment will be in cash.

04. Pre bid meeting will be held at **2.30 p.m on 11.03.2020** at Development Lotteries Board, 356. Dr. Colvin R. De Silva Mawatha, Colombo 02.

05. The bids should be accompanied by a Bid Security as stated in the bidding document.

06. Bidders should furnish all the detailed information as required in the Bidding Documents.

07. As per the Bid Conditions, Bids shall be delivered in duplicate with marked as top left hand corner of the envelopes "**SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION for the DLB (Bid No:- DLB/PRO/289) "**.to reach the Chairman, Department Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 02., Sri Lanka, not later than **02.30 p.m** on **23.03.2020** and no bids will be accepted thereafter.

08. Bids should be forwarded by registered post or deposited in the Box provided at Procurement Division of the Development Lotteries Board, at the above address. Bids will be **closed at 02.30** p.m on **23.03.2020** and bids will be opened soon after closing time in the presence of bidder's representatives.

09. The bidding documents could be referred from the dlb website: www.dlb.lk

Chairman,
Department Procurement Committee,
Development Lotteries Board,
356. Dr. Colvin R. De Silva Mawatha,
Colombo 02.
Tel: 011 4824824
www.dlb.lk
2020.02.28

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Development Lotteries Board

Invitation to bids for

SUPPLYING, INSTALLATION, COMMISSIONING OF
ENTERPRISE FIREWALL SOLUTION

BID NO: DLB / PRO / 289

Bidders Name : - ....

Receipt No   : - ....

Issued by   : - ....

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

Section I. Instructions to Bidders (ITB)

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

General

1. Scope of Bid	1.1	The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2   Throughout these Bidding Documents:

(16)   the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b)   if the context so requires, "singular" means "plural" and vice versa; and

I   "day" means calendar day.

2.   Source of Funds   2.1.   Payments under this contract will be financed by the source specified in the BDS.

3.   Ethics, Fraud and Corruption   3.1.   The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

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

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

16.2.   The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a)   "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

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

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

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

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

4. Eligible Bidders

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .

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

5. Eligible Goods and Related Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

☐ Section I. Instructions to Bidders (ITB)

☐ Section V. Conditions of Contract (CC)

☐ Section VII. Contract Forms

Volume 2

• Section II. Bidding Data Sheet (BDS)

• Section III. Bidding Forms

• Section IV. Schedule of Requirements

• Section VI. Contract Data

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid	11.1 The Bid shall comprise the following:

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

(b)   Original Bid Security

l   documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;

(d)   documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

l   any other document required in the BDS.

(f)   A resolution passed by the board of directors for assigning an authority to this contract – company secretary certified copy should be attached.

(g)   Certified copy of the memorandum of articles & memorandum of association, form 20 obtained from company Register.

(h)   Certified copy of business registration.

(i)   Corporate profile of the company together with Audited Accounts for the last 03 years. The set of Accounts should be certified by the Chartered Accountant.

(j)   Customer list for last 03 years including customer name / address contract details / Job description / contract value / project completion report. (Documentary proof to be provided)

(k)   Work plan and completion schedule should be provided.

12. Bid Submission Form and Price Schedules	12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids   13.1   Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1   The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2   Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..

14.4 (i)   Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

     (a)   on components and raw material used in the manufacture or assembly of goods quoted; or

     (b)   on the previously imported goods of foreign origin .

(ii)   However, VAT shall not be included in the price but shall be indicated separately;

(iii)   the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv)   the price of other incidental services

.

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bidder Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the

shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1. To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder	18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids	19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security	20.1 The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.if not submitted treated as rejected

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

(a) A bank guarantee from Central Bank of Sri Lanka accepted banking institution;

(b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d)   be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e)   be submitted in its original form; copies will not be accepted;

(f)   remain valid for the period specified in the BDS.

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

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

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

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

(b)   if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c)   if the successful Bidder fails to:

(i)   sign the Contract in accordance with ITB Clause 42;

(ii)   furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

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

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

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

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids	22.1 Bidders may always submit their bids by mail or by hand.

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

22.2 The inner and outer envelopes shall:

      (a)   Bear the name and address of the Bidder;

      (b)   be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

      (c)   bear the specific identification of this bidding process as indicated in the BDS; and

      (d)   bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

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

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

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

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

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

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26. Bid Opening

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

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

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

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

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the. bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

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

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30. Nonconform - ties, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

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

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

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation	32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

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

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

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

34. Domestic Preference	34.1	Not applicable

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

(d) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors sted in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35

37. Postanalytical-tin of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder.   A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Development Lotteries Board**
ITB 1.1	The name and identification number of the Contract are: **SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION**
	The number, identification and names of the lots comprising this procurement are: **DLB / PRO/289**
ITB 2.1	The source of funding is: Budget allocated – DLB
ITB 4.4	Foreign bidders are not allowed to participate in bidding.
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: P.D.U. Malintha Address: Development Lotteries Board No 356, Dr.Colvin R.De. Silva MW, Union Place,Colombo 02 Telephone: 011 2333546 Facsimile number: 076 9475871 Electronic mail address: agmproc@dlb.lk
	C. Preparation of Bids
ITB 14.3	The bidders may quote the following minimum quantities:

Item No.	Description of Goods or related services	Qty and unit
1	Backend Firewall	2
2	Perimeter Firewall	2

ITB 15.1	The bidder shall be quoted in Sri Lankan Rupees.
ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Minimum 7 years
ITB 18.1 (b)	After sales service is: "required"
ITB 19.1	The bid should be valid until 91 days from the date of opening (up to 22.06. 2020).
ITB 20.1	Bid shall include a Bid Security (issued by the Central Bank of Sri Lanka accepted commercial Bank) included in Section IV Bidding Forms.

ITB 20.2	The amount of the Bid Security shall be: Rs. 200,000.00
	The validity period of the bid security shall be until [20.07.2020]
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: **SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION /**
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: Chairman Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02.
	The deadline for the submission of bids is: Date: 23.03.2020 Time: 2.30 p.m.
ITB 26.1	The bid opening shall take place at: Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva Mw, Union Place, Colombo 02 Date: 23.03.2020 Time: 2:30 p.m.
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference "shall not" be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from among those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: Option 1 is selected and the adjustment is: 0.1% per week
ITB 35.5	The bid will be awarded considering total value of the BOQ treated as a single offer.

Table of Forms

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: / /
[insert date (as day, month and year) of Bid Submission]

No.: ……….……
[insert number of bidding process]

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION**, (DLB/PRO/289)

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

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

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

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

In the capacity of ……………………………………………………

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

Name: …………………………………………………………..

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:

………………………………………………………………………
[insert complete name of Bidder]

Dated on ………………**day of** ………………….,……………

[insert date of signing]

Price Schedule

Line Item No.	Description of Goods or related services	Qty	Unit	Brand / Model	Country of Origin	Unit price Excluding VAT	Discount (if any)	Discounted Total price Excluding VAT	Total Price Excluding VAT
						Financial Details			
1	Supplying of **Backend Firewall System**	2	Nos						
2	Supplying of **Perimeter Firewall System**	2	Nos						
3	Installation & Commissioning Charges of above item 01 & 02	LS							
4	Service Level Agreement for 3 Years with 24 x 7 service	LS							
							Sub Total		
							Add VAT		
							Grand Total		

VAT Registration No   : - …………………….……….

NBT Registration No :- ………………………………

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

Date   :- ……………………………..

Name of the Bidder   : -……………………………………………………………..

Bid Guarantee

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

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

Beneficiary: Chairman,
               Development Lotteries Board,
               No.356,Dr.Colvin R. De Silva Mw,
               Union Place , Colombo 02.

Date: /   /   [insert (by issuing agency) date]

BID GUARANTEE No.:…………   [insert (by issuing agency) number]

We have been informed that --
[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]

(hereinafter called "the Bidder") has submitted to you its bid dated -----------------------
-
[insert (by issuing agency) date] (hereinafter called "the Bid") for the supply of ------------------

--- [insert name of Supplier] under Invitation for

Bids No. ----------------------------[insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

(a)   has withdrawn its Bid during the period of bid validity specified; or

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

(c)   having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if

required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to -------------------------- (insert date)

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

……………………………………………
[signature(s) of authorized representative(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date:------------------
[insert date (as day, month and year) of Bid Submission]
No.: ---------------------------------------
[insert number of bidding process]

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

WHEREAS

We………………………………………………………………………………………….
[insert complete name of Manufacturer], who are official manufacturers of………………………………………………………………………………………………
[insert type of goods manufactured], having factories at
……………………………………………………………………………………………………
[insert full address of Manufacturer's factories], do hereby authorize
……………………………………………………………………………………………………
[insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by
us…………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
[insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: ----------------------------
[insert signature(s) of authorized representative(s) of the Manufacturer]

Name: ---
[insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: ---
[insert title]

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

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

Contents

27

1. List of Goods and Delivery Schedule

Item No	Description of Goods	Qty.	Unit	Final Destination	Transportation and any other services	Completion of the Project	
						Latest completion date of the project (weeks)	Bidder's completion date (weeks)
1.0	Backend Firewall	2	Nos.	DLB	by vendor	10 weeks from the letter of award	
2.0	Perimeter Firewall	2	Nos.	DLB	by vendor		
3.0	Installation & Commission Charges above item 01 & 02			DLB	by vendor		
4.0	Service Level Agreement for 3 Years with 24 x 7 service			DLB	by vendor		

Authorized Signature: Date:

Name of the Bidder:

2. SCOPE OF IMPLEMENTATION

DLB is planning to introduce new firewall solution for the gateway level of the network to maximize the threat detection capacity and enforcing AAA (Authentication, Authorization, and Accounting) for internal resources. Also, we are introducing **clustering** for each firewall, to avoid single point of failure of the network.

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

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

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

3. TECHNICAL SPECIFICATION

3.1 Specification for Backend Firewall

S.No	Features	Compliance Yes/No	Remarks
	UTM – General Requirements		
	Make & Model		
	Country of Origin		
1	The Proposed Solution (FW, IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot & Sandboxing) should support for Active – Active connections (without Virtual context), supporting up to minimum 4 appliances. It should not depend upon any 3rd party product or appliance for the same. It should be provided in HA from day one		
2	The Proposed Solution vendor must be/have been a Leader in Gartner Magic Quadrant for UTM or NGFW within last 5 years.		
3	Should be an appliance based and rack mountable		
4	The Proposed Solution should have Identity based Firewall		
5	The Proposed Solution should include an Intrusion Prevention System		
6	The Proposed Solution should have Gateway Anti-virus		
7	The Proposed Solution should have Web Content & Application Filtering		
8	The Proposed Solution should have a provision to handle the bandwidth management		
9	The solution should support static, multicast and dynamic routing. The solution should support OSPF, RIPv2, BGP protocols.		
10	The Proposed Solution should support country Based Blocking by Geo-IP, FQDN support, Wildcard support for server paths and should support mix mode deployment		
11	Should have an integrated wireless controller and should be able to manage multiple wireless access points centrally from web admin console.		
	Firewall, Networking & Routing Features		
1	The Proposed Solution should have a stateful deep packet inspection firewall		
2	The Proposed Solution should support user, group, time, or network-based policies		
3	The Proposed Solution should support access time polices per user/group		
4	The Proposed Solution should support enforcing policy across zones, networks, or by service type		
5	The Proposed Solution should support zone isolation, custom zones on LAN or DMZ, and zone-based policy enforcement		
6	The Proposed Solution should support customizable NAT policies with IP masquerading		

Authorized Signature: Date:

Name of the Bidder:

7	The Proposed Solution should have network flood protection such as DoS, DDoS and port scan blocking		
8	The Proposed Solution should have upstream proxy support		
9	The Proposed Solution should have protocol independent multicast routing with IGMP snooping		
10	The Proposed Solution should have capabilities for bridging with STP support and ARP broadcast forwarding		
11	The Proposed Solution should have WAN link load balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing and granular multipath rule		
12	The Proposed Solution should have Wireless WAN support		
13	The Proposed Solution should support 802.3ad interface link aggregation		
14	The Proposed Solution should have full configuration of DNS, Dynamic DNS, DHCP and NTP		
15	The Proposed Solution should have Ipv6 support with tunneling support including 6in4, 6to4, 4in6, and Ipv6 rapid deployment through IPSec		
16	Multiple bridge support		
17	The Proposed Solution should support Network or user-based traffic shaping (QoS)		
18	The Proposed Solution should support to set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical		
19	The Proposed Solution should support real-time VoIP optimization		
20	The Proposed Solution should support/have following authentication protocols and features: • Transparent, proxy authentication (NTLM/ Kerberos) or client authentication • Authentication via: Active Directory, eDirectory, RADIUS, LDAP and TACACS+ • Server authentication agents for Active Directory SSO, STAS, SATC • Client authentication agents for Windows, Mac OSX, Linux 32/64 • Authentication certificates for iOS and Android • Single sign-on: Active directory, eDirectory • Authentication services for IPSec, L2TP, PPTP, SSL • Captive Portal with customizable logo		

Authorized Signature: Date:

Name of the Bidder:

21	The solution should have VPN options including**:** • Site-to-site VPN, IPSec, 256- bit AES/3DES, PFS, RSA, X.509 certificates, Pre-shared key • L2TP and PPTP • Remote access: SSL, IPSec, iPhone/iPad/ Cisco/Android VPN client support • IKEv2 Support • SSL client for Windows & configuration download via User portal		

Authorized Signature: Date:

Name of the Bidder:

22	The solution should have Wireless Protection & Control feature including the following but may not be limited to**:** - Should act as a wireless controller, Simple plug-and-play deployment of wireless access points (Aps) – automatically appear on the firewall control center, Central monitor and manage all Aps and wireless clients through the built-in wireless controller, Support for IEEE 802.1X (RADIUS authentication), Wireless repeating and bridging meshed network mode with supported Aps. - Central monitor and manage all Aps and wireless clients through the built-in wireless controller - Bridge Aps to LAN, VLAN, or a separate zone with client isolation options - Hotspot support for (custom) vouchers, Password of the day, or T&C acceptance		
23	The solution should have User Self-Service Portal including following features but may not be limited to**:** - Download the Authentication Client - Download SSL remote access client (Windows) and configuration files (other OSs) - Hotspot access information - Change user name and password - View personal internet usage		
General Management			
1	The solution should have advanced trouble-shooting tools in GUI (e.g. Packet Capture)		
2	The solution should support full command-line-interface (CLI) accessible from GUI		
3	The solution should support role-based administration		
4	The solution should have automated firmware update notification with easy automated update process and roll-back features		
5	The solution should have support for reusable system object definitions for networks, services, hosts, time periods, users and groups, clients and servers		
6	Flexible device access control for services by zones		
7	The solution should have Email or SNMP trap notification options		
8	SNMP or Netflow support		
9	The solution should have backup and restore configurations: locally, via FTP or email; on-demand, daily, weekly or monthly		
10	The solution should provide an API for 3rd party integration		
Hardware Specifications and Interface Requirements			
1	Processor: Multi-core Processing Technology		
2	Form Factor: 1U Rackmount		
3	Memory: Min 12GB		
4	HDD Storage: Min 180GB SSD		

Authorized Signature: Date:

Name of the Bidder:

5	Should have at least 8 x GE RJ45 interfaces including 2 bypass pairs, 2 x GE SFP and 6 x 10GE SFP+ interfaces (Required Transceivers should be provided by the Vender)		
6	Minimum I/O Ports: 2x Front USB 3.0, 1x Rear USB 3.0, 1x COM (RJ45) Front, 1x Rear HDMI		
7	Power Supply: Internal auto-ranging 110-240VAC, 50-60 Hz PSU & should support for 2nd Redundant power supply to avoid depending only on single power source		
Performance Requirements			
1	Firewall Throughput: Minimum 33 Gbps		
2	Firewall IMIX: 12.5Gbps		
3	IPS throughput: Minimum 8.5 Gbps		
4	VPN throughput: Minimum 3.2 Gbps		
5	NGFW (IPS + App Control) Minimum: 5.5Gbps		
6	Antivirus throughput (proxy): Minimum 6 Gbps		
7	Concurrent connections: Min. 17,500,000		
8	New connections/sec: Min. 200,000		
9	Maximum licensed users: Unrestricted		
Web Protection and Application Control			
1	The solution should have fully transparent Proxy for Anti-Malware and Web-filtering		
2	Advanced Threat Protection (ATP)		
3	Web URL filtering based on distinguished web categories preconfigured. Specify number of categories supported.		
4	The solution should support to enforce surfing quota time policies per user/group		
5	The solution should support to enforce access time polices per user/group		
6	The solution should have Malware scanning: block all forms of viruses, web malware, trojans and spyware on HTTP/ HTTPS, FTP and web-based email		
7	The solution should have advanced web malware protection with JavaScript emulation		
8	The solution should provide live Protection real-time in-the-cloud lookups for the latest threat intelligence		
9	The solution should have second independent malware detection engine for dual-scanning (Dual AV)		
10	The solution should support real-time or batch mode scanning		
11	The solution should have Pharming Protection		
12	The solution should have HTTP and HTTPS scanning on a per user or network policy basis with customizable rules and exceptions		
13	The solution should have SSL protocol tunneling detection and enforcement		
14	The solution should have Certificate validation		
15	The solution should have file type filtering by mime-type, extension and active content types (e.g. ActiveX, applets, cookies, etc.)		

Authorized Signature: Date:

Name of the Bidder:

16	Feature to filter and allow only educational YouTube content		
17	The solution should have SafeSearch enforcement/policy		
18	The solution should have application control based on category, characteristics (e.g. bandwidth and productivity consuming), technology (e.g. P2P) and risk level		
19	The solution should support per-user or network rule application control policy enforcement		
20	The solution should have custom traffic shaping (QoS) options by web category or application to limit or guarantee upload/download or total traffic priority and bitrate individually or shared		
Network Protection Features			
1	For different attacks like Mail Attack, FTP Attack, HTTP Attack, DNS Attack, ICPM Attack, TCP/IP Attack, DOS and DDOS Attack, Telnet Attack. Signatures: Default (5000+), Custom, IPS Policies: Multiple, Custom, User-based policy creation, Automatic real-time updates from Manufacture Protect networks, Protocol Anomaly Detection		
2	The solution should support advanced Threat Protection (Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall)		
3	Should support for clientless VPN and encrypted connections to HTML5 self-service portal. Protocols such as RDP, HTTPS, SSH, Telnet and VNC		
Email Protection Features			
1	The solution should support E-mail scanning on SMTP, POP3, and IMAP		
2	Reputation service with spam outbreak monitoring based on patented Recurrent Pattern Detection technology		
3	Block spam and malware during the SMTP transaction		
4	Second independent malware detection engine for dual-scanning		
5	Live Protection real-time in-the-cloud lookups for the latest threat intelligence		
6	The solution should support automatic signature and pattern updates		
7	The solution should support File-Type detection/blocking/scanning of attachments		
8	The solution should support accept, reject or drop over-sized messages		
9	The solution should support detects phishing URLs within e-mails		
10	The solution should support using pre-defined content scanning rules or create your own custom rules based on a variety of criteria		
11	TLS Encryption support for SMTP, POP and IMAP		
12	Append signature automatically to all outbound messages		
13	Spam quarantine digest and notifications options		
14	Malware and spam quarantines with search and filter options by date, sender, recipient, subject, and reason with option to release and delete messages		
15	Self-serve user portal for viewing and releasing quarantined messages		

Authorized Signature: Date:

Name of the Bidder:

16	Secure PDF Exchange encryption for one-way message encryption		
17	Should support Email Encryption and DLP include with: • Completely transparent encryption of email messages and no additional software or client should be required • DLP engine with automatic scanning of emails and attachments for sensitive data • Pre-packaged sensitive data type content control lists for PII, PCI, HIPAA, and more		
Web Server Protection Features			
1	The solution should provide in line proxy features		
2	URL hardening engine with deep-linking and directory traversal prevention		
3	Form hardening engine		
4	SQL injection protection		
5	Cross-site scripting protection		
6	Dual-antivirus engines		
7	HTTPS (SSL) encryption offloading support		
8	Cookie signing with digital signatures support		
9	Path-based routing support		
10	Outlook anywhere protocol support		
11	Reverse authentication (offloading) for form-based and basic authentication for server access		
12	Integrated load balancer spreads visitors across multiple servers		
13	Skip individual checks in a granular fashion as required		
14	Match requests from source networks or specified target URLs		
15	Support for logical and/or operators		
16	Options to change WAF performance parameters		
17	Options to limit scan depth		
18	The solution should support allow/block IP ranges		
19	Wildcard support for server paths		
20	Support to prefix/suffix authentication identities for web server authentication		
Logging and Reporting			
1	Built-in on-box reports with customized reporting		
2	Dashboards on Traffic, Security, and User Threat Quotient,		
3	Applications Report on App Risk, Blocked Apps, Web Uses, Search Engines, Web Servers, FTP		
4	Network & Threats Report on IPS, ATP, Wireless,		
5	VPN Reports		
6	Compliance reports i.e., PCI-DSS, HIPAA, GLBA, SOX, FISMA, NERC CIPv3, and CIPA		

Authorized Signature: Date:

Name of the Bidder:

7	Current Activity Monitoring: system health, live users, Ipsec connections, remote users, live connections, wireless clients, quarantine, and DoS attacks		
8	Report anonymization		
9	Report scheduling to multiple recipients by report group with flexible frequency options		
10	Export reports as HTML, PDF, Excel (XLS)		
11	Report bookmarks		
12	Full log viewer with retention customization by category		
Other Requirements			
1	3 Years Manufacture Authorized Hardware Warranty & RMA with Exchange		
2	24x7 Enhanced Support via Telephone & Email (from Manufacturer)		
3	Free Security Updates & Patches		
4	Free Software Features Updates & Upgrades		
5	Next Generation Firewall with VPN, Routing, WAN Link Load Balancing, Link Aggregation, Traffic Shaping & Quota, Built-in Wireless Controller, Authentication		
6	The vendor should sign a Service Level Agreement with 24 x 7 service levels for 3 Years. Please attach Draft SLA. (SLA charges should be included in total price.)		
7	Solution shall include IPS, HTML5, ATP, Anti-malware, Anti-virus, URL Filtering, App Control, Web & Application Traffic Shaping, Spam Filtering, Web Server Protection		

Authorized Signature: Date:

Name of the Bidder:

3.2 Specification for perimeter firewall

S.No	Features	Compliance Yes/No	Remarks
	NextGen Firewall - General Requirements		
	Make & Model		
	Country of Origin		
1	The Proposed Solution should support "Stateful" policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.		
2	The proposed shouldn't use a proprietary ASIC/FPGA hardware for FW and VPN performance only. Either all security controls must be catered by Specialized HW or OEM must mention the performance numbers disabling the specialized hardware.		
3	The Solution and Integrated IPSEC VPN Applications should be ICSA Labs certified for ICSA 4.0, FIPS 140-2 certified and NSS Recommended (NGFW - latest report)		
4	The hardware platform & NGFW with integrated SSL VPN application has to be from the same OEM.		
5	The Proposed Solution (FW, IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot & Sandboxing) should support for Active – Active connections (without Virtual context), supporting up to minimum 4 appliances. It should not depend upon any 3rd party product or appliance for the same. It should be provided in HA from day one		
6	Licensing should be a per device and not user/IP based (should support unlimited users)		
7	The Proposed Solution should support the multicast protocols as a multicast host, by participating in DVMRP, IGMP and PIM-DM / PIM-SM		
8	The Proposed Solution vendor must be/have been a Leader in Gartner Magic Quadrant for UTM or NGFW within last 5 years.		
9	The Proposed Solution should have a provision to handle the bandwidth management		
10	It should support the VOIP traffic filtering		
11	Appliance should have Identity Awareness Capabilities		
12	Solution must failover without dropping any connection in active mode.		
13	The Proposed Solution should have Hardware Sensor Monitoring capabilities.		
14	The platform should support VLAN tagging (IEEE 802.1q)		
15	The Proposed Solution should support ISP link load balancing		

Authorized Signature: Date:

Name of the Bidder:

16	The Proposed Solution should support Link Aggregation functionality to group multiple ports as single port.		
17	The Proposed Solution should support Ethernet Bonding functionality for Full Mesh deployment architecture.		
18	The Proposed Solution must support at least 2048 VLANs in normal or virtual mode.		
19	Solution must have search option in GUI to search configuration options like NTP, ARP, and Proxy etc. and should directly take administrator to configuration window of search result by just clicking at search results.		
20	Appliance must support automatic search, downloading and install software hotfixes without any administrator efforts and must notify Administrator through mails on the status and progress of each step. System should automatically roll back upon failure.		
21	Solution must support at least two clustering protocols.		
22	Solution must support VRRP clustering protocol.		
23	The Proposed Solution must allow to configure password policy for local users to login to NGFW and must support following: disallow Palindromes, disallow password reuse from last 10 passwords, set password expiry in number of days, must have option to warn user 7 days before password expiry, block access for 20 Mins after 3 failed login attempts.		
24	Solution must support multiple administrators to work on policies on session based, All the policies and objects on which Administrator 1 is working should be locked for all other administrator, however other administrator can work on other policy rules and objects in their respective sessions. Changes done by Administrator-1 should not be visible to other administrators till the time Administrator-1 publishes changes.		
25	Solution must allow administrator to choose to login in read-only or read write mode		
26	Solution must allow to open support tickets directly from NGFW GUI.		
27	Solution must support multiple role-based administration, Routing Administrator must have read write access to all routing protocols, interface configuration, DNS configurations,		
Hardware and Interface Requirements			
1	The platform must be supplied with at least 8x 10/100/1000Mbps RJ45 interface ports and 3x 1000Mbps SFP interface ports (Required Transceivers should be provided by the Vender)		
2	The Proposed Solution appliance should have Console port and USB Ports		
3	The Proposed Solution must support minimum 10 virtual context		
4	The Proposed Solution appliance must have option to support Hardware Fail Open cards		
5	The Proposed Solution should have inbuilt storage of minimum 1TB HDD		

Authorized Signature: Date:

Name of the Bidder:

Performance Requirements (Fill according to requirement)				
1	NGFW Throughput must be more than 3 Gbps (Real world/Enterprise mix) and Firewall Throughput minimum of 20 Gbps (Ideal testing environment)			
2	The NGFW VPN throughput should be more than 2 Gbps			
3	The IPS throughput must be minimum of 3.5 Gbps (Enterprise Traffic)			
4	The Proposed Solution must support at least 3 million concurrent connections			
5	The Proposed Solution must support minimum of 150,000 new connections per second processing.			
6	The Final Throughput (Enterprise Mix) after enabling all security features like FW, IPS, APP-CTRL, URL Filtering, Anti-Virus, Anti-Bot and Sandboxing should not be less than 1.4 Gbps			
Architecture Features				
1	It should support the IPSec VPN for both Site-Site & Remote Access VPN			
2	Virtual Context must support virtualization of all the feature set which are offered by the vendor			
3	The Gateway system should support virtual tunnel interfaces to provision Route-Based IPSec VPN			
4	It should support the system authentication with RADIUS and local authentication. Both should work simultaneously.			
5	NGFW Appliance should have a feature of holding multiple OS images to support resilience & easy rollbacks during the version upgrades			
Standards Support Requirements				
1	The Proposed Solution must support unlimited policy option. If vendor puts restriction, then it should be more than 150,000			
2	The Proposed Solution should be able to handle more than 10,000 routes			
3	The Address/host object limit must be above 50,000			
4	The Proposed Solution Modules should support the deployment in Routed as well as Transparent Mode			
5	The Proposed Solution must provide state engine support for all common protocols of the TCP/IP stack			
6	The Proposed Solution must provide NAT functionality, including dynamic and static NAT translations			
7	All Internet based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, MS-Exchange etc.			
8	Local access to the proposed Solution modules should support authentication protocols – RADIUS & TACACS+			

Authorized Signature: Date:

Name of the Bidder:

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

Authorized Signature: Date:

Name of the Bidder:

11	The NGFW should support advanced NAT capabilities, supporting all applications and services-including H.323 and SIP based applications		
12	Should support CLI & GUI based access to the NGFW modules		
13	Local access to NGFW modules should support role-based access		
14	QoS Support [Guaranteed bandwidth, Maximum bandwidth, Priority bandwidth utilization, QOS weighted priorities, QOS guarantees, QOS limits and QOS VPN]		
15	NGFW Should support Identity Access for Granular user, group and machine-based visibility and policy enforcement		
16	IPS should be able to detect and prevent embedded threats with in SSL traffic.		
17	The solution should allow for third party signature import such as Snort		
18	NGFW should have Identity based logging option		
Web Security Solution			
1	The solution should provide in line proxy, on box malware inspection, content filtering, SSL inspection, protocol filtering functionalities		
2	The solution should protect users from downloading virus / malwares embedded files by stopping viruses / malwares at the gateway itself. Should at least provide Real-Time security scanning.		
3	Should stop incoming malicious files with updated signatures & prevent access to malware infected websites & unblocks the sites when the threats have been removed.		
4	Solution must have a URL categorization that exceeds 100+ million URLs filtering database. Should have pre-defined URL categories. The solution should have the capabilities to block, permit, allow & log, protocols other than HTTP, HTTPs, FTP. Also list the protocols that supports.		
5	The solution should have more than millions + malware signature.		
6	The solution should also have the scalability to scan & secure SSL encrypted traffic passing through gateway. Should perform inspection to detect & block malicious content downloaded through SSL.		
7	Solution must be able to create a filtering rule with multiple categories.		
8	Solution must be able to create a filtering for single sites being support by multiple categories.		
9	The solution must have an easy to use, searchable interface for applications & URLs.		
10	The solution should be able to explicitly limit bandwidth for bi direction traffic i.e. upload & download.		

Authorized Signature: Date:

Name of the Bidder:

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

Authorized Signature: Date:

Name of the Bidder:

	Policy Management		
1	The Proposed Solution i.e. FW, IPS, Application control, URL Filtering, Anti-Virus & Anti-Bot should be managed by single management and single console. And support management high availability.		
2	The Proposed Solution Management must provide functionality to automatically save current state of Gateway Policy each time when any configuration changes in Security policy is enforced and should have option to revert back to previous state stored state.		
3	Management Server and Logging module must be single appliance. It must allow administrator to choose to login in read-only or read write mode. Option must be available at Authentication window itself.		
4	Solution must support web API for integration with home grown web application and it must support Json strings for web API requests, it should allow json scripts directly from the proposed Solution dashboard console.		
5	Management Server must support backup with all configuration, certificates etc. It should be possible to restore management server configuration on normal open server to manage network security in case of failure. Or, Upon Management Server Failure bidder must deliver management server appliance within two hours after reporting the incident through email.		
6	Security management should provide Compliance monitoring framework so that it can monitor compliance status of these devices in the real time. It is expected, the network solution to provide real-time and continuous assessment of all major regulations like ISO27001, COBIT, NIST, FIPS 200, GLBA, ISO27002, HIPAA security, PCI DSS, SOX etc. For compliance feature 3rd party solution can be quoted		
7	Vendor must have an option to Check compliance with every policy change for all Network Security controls and must recommend Security Best Practices		
8	Granular option to restrict various Administrator in Management server to view only limited set of Policy which they are meant to edit		
9	Solution must support configuring hosts, networks, services, access rules, VPN rule, NATing, Time through 3rd party home grown web application and vendor must provide web API for configuration of IPS, Anti-Virus, Anti-Bot, Sandbox profile and policy from 3rd party web application.		
	Log Server, Reporting (Part of Management solution)		
10	Log Server Must provide option to add exceptions for IPS on the fly from logs itself.		
11	Log Server must show NGFW logs in single window.		
12	Log Server must use index files for fast access to log file contents		
13	Reporting Server Must have pre-defined report for NGFW and IPS.		

Authorized Signature: Date:

Name of the Bidder:

14	Solution must allow scheduling of reports daily, weekly and monthly with start and expiration date for reports to be generated automatically according to defined start and expiration dates		
15	Solution must send reports automatically via email to multiple email-ids in both HTML & PDF format		
Anti-APT Solution			
General Requirements			
1	The hardware and software-based solution should provide protection for all incoming and outgoing traffic from /to Internet.		
2	The proposed solution should be able to address both APT attacks and Advanced Malware across Network.		
3	The solution should be an on premise or on cloud analysis engine using virtual execution (VM based detonation of samples) to detect zero day and unknown threats and must not be signature based. The solution however should have an option to send the samples to cloud based emulation system as well.		
4	The solution should support static as well as dynamic analysis.		
5	The Hypervisor used by sandboxing solution must not be an OEM solution such as from VMWare, HyperV, VirtualBox, RHEV etc. however it should be a custom Hypervisor purpose built for sandboxing requirement		
6	The solution must be able to detect and report malware by using multiple images of Windows 7/8 etc.		
7	The solution must support prepopulated LICENSED copies of Microsoft windows and office images through an agreement with Microsoft. There should be no requirement for the customer to buy additional Microsoft licenses for sandboxing solution		
8	The engine should detect API calls, file system changes, system registry, network connections, system processes, kernel code injection, system calls and direct CPU interaction.		
9	Anti-APT solution should be able to work independently of signature updates from OEM website.		
10	The solution should detect the attack at the exploitation stage – i.e. before the shell-code is executed and before the malware is downloaded/executed.		
11	The solution should be able to detect ROP and other exploitation techniques (e.g. privilege escalation, directory traversal) by monitoring the CPU flow		
12	The solution must be able to support scanning links inside emails for zero days & unknown malware		
13	The solution should be able to perform pre-emulation static filtering		

Authorized Signature: Date:

Name of the Bidder:

14	The solution should support sandboxing of file sizes between 2 KB and 25 MB		
15	The proposed solution must be able to run multiple Micro Tasks in a single VM.		
16	The solution should analyze malware (VM based execution) coming over protocols like HTTP/HTTPS, SMTP, SMTP-TLS, CIFS etc. All the components of the solution must be managed from a centralized management console from the same OEM. However, management and logging appliances may be different from the sandboxing appliance.		
17	The Sandboxing solution should allow for 'Geo Restriction' which enables emulations to be restricted to a specific country		
18	The solution must provide the ability to Increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.		
19	The solution must utilize a Global Threat Intelligence feed from OEM regarding new malware profiles, vulnerability exploits, C&C call-back destinations and obfuscation tactics etc.		
20	The virtual execution environment must have anti-evasion capabilities to prevent the malwares to evade detection of the sandboxing environment. Anti VM detection activities like Time delays, shut down, Restart, VM detection, User interaction etc. must be prevented by the solution.		
21	The solution should have the inherent ability to detect multi-stage attacks. For the purpose of detecting multi stage attacks the solution should include static analysis technologies like IPS, antivirus, anti-malware/anti bot however in an integrate mode with the solution. The bidder or SI may use additional appliances (at max 2) for the solution but should be provided by the same OEM in the solution.		
22	The solution should inspect the web sessions (HTTP and HTTPS both) to detect and notify the malicious web activity including malicious file downloads through the internet. Third Party/Separate appliance for SSL offloading will not be accepted		
23	The solution shall report source IP, destination IP, source port, destination port and complete URL of the attack. The solution should also assign a unique identification number to each identified/detected threat for future reference.		
24	The solution shall detect the entire attack lifecycle and provide stage-by-stage analysis of the attack starting from system exploitation to data exfiltration.		
25	The solution shall provide Events-based alerts/logs.		
26	The solution should have ability to stop web-based attacks and block all outbound call-back communication initiated by the infected internal clients.		

Authorized Signature: Date:

Name of the Bidder:

27	The solution should have no limitations in terms of number of users. However, for sizing purpose the bidder to design the solution for the number of users mentioned in the Min hardware requirements section		
28	The solution should be able to work in tandem with other network device (e.g. firewall, IDS/IPS, Antispam, Web proxy, Endpoint Antivirus etc.) for its functioning. Additional devices required if any should be provided by the bidder. But the upper limit of such devices should not be more than 2		
29	The solution should have the ability to be deployed in the following modes:		
	o Inline blocking		
	o Inline monitoring		
	o TAP/SPAN mode		
30	The solution shall support to identify the IP address (Internal LAN IP address) of a host in a proxy environment.		
31	The solution should provide a Dashboard that offers real time threat visibility and attack characteristics.		
32	The solution should be able to schedule reports and also provide the flexibility to generate on-demand reports daily/weekly/monthly/yearly/specific range (day and time), etc.		
33	The solution should provide reports in (not limited to) HTML/CSV/PDF Formats.		
34	Upon malicious files detection, a detailed report should be generated for each one of the malicious files. The detailed report must include:		
	Screen shots,		
	Time lines,		
	Registry key creation/modifications,		
	File and processes creation,		
	Network activity detected.		
35	The solution should support logging of important parameters like Source IP, Destination IP, ports, protocol, Domain, time stamp etc. of the malicious web sessions		
36	The solution should provide for offline updating of threat intelligence		
37	The solution should support: -		
	o LDAP or RADIUS & Local Password authentication schemes (not limited to)		
	o Remote administration using SSH/HTTPS		
	o CLI, GUI/Web based Administration Console		
38	The solution should examine the email traffic in real-time for emails having malware and potential spear-phishing and targeted attacks. Such infected email attachments should be remediated in real time and should be retrievable by administrator, if required.		

Authorized Signature: Date:

Name of the Bidder:

39	The proposed solution should dynamically generate real-time malware intelligence for immediate local protection via integration with the separate Automated Management and Event Correlation System. This Automated Management and Event Correlation solution must be from the same OEM.		
40	Solution should have an ability to remove all the active content and macros sending only a clean document to the end user		
41	The solution should hold the attachment on the inbound email traffic till the attachment has been dynamically analyzed by the virtual environment.		
42	All necessary additional devices, software & licenses required for achieving functionalities of web and email traffic should be quoted as part of the solution.		
43	The solution should support SNMP, syslog for integration with a SIEM Solution and should support integration of privately generated intelligence on the sandbox to be shared with other security devices through open standards-based protocols like STIX/TAXII, Open IOC etc.		
44	The core product troubleshooting documents like admin guides, installation guides, and manuals should be made available to the customer directly through publicly accessible OEM website. The OEM must share the admin guides during technical evaluation		
45	The Proposed Solution must support multiple Sandboxing appliance to provide load balancing and allow equal distribution of files for Sandboxing without any third-party load balancing Appliance/Solution		
Other Requirements			
46	The Vendor should provide 3-Year on Site Warranty for all equipment and software included		
47	The vendor should sign a Service Level Agreement with 24 x 7 service levels for 3 Years. Please attach Draft SLA. (SLA charges should be included in total price.)		
48	Installation & Configuration Should be done by the Vendor.		
49	Letter from the manufacturer stating the capability authorization for sale support of the quoted product		
50	Vender Should have minimum of 3 years' experience in selling the Similar solutions in Sri Lanka. Proof documents should be attached.		

Authorized Signature: Date:

Name of the Bidder:

4. ELIGIBILITY CRITERIA

No	Description	Bidder's Remark	
		Yes / No	Remarks
	Service provider selection criteria		
1	**Technical Confidence** A person should be in the position of doing Firewall installations and troubleshooting methodologies with provable experience of 2 years of experience in the same category or more in the environment of firewall deployment and configuration. He/ She should have been acquired the required Firewall certifications of Expert level in at least one vender of the proposed solution. Also, it is must be a part of the permanent staff (more than 6 months of working experience) of the relevant company which is liable for ETF and EPF.		
2	Vender should be completed 3 firewall projects within the last 5 years whereas it will cover at least one equal project minimum of 10 million of the total value, including at least one product of the BOQ items(No 1 or 2)		
3	Offered Product should have a Manufacturer recognized Authorized Service Provider in Sri Lanka and should have direct access for replacing all appliance within the warranty period.		
4	The original and valid Manufacture Authorization letter should provide for each product category quoted.		
5	The bidder (reseller) should have an authorized service partnership minimum of 3 years with the principal and should be in the active status.		
6	Bidder should provide audited financial accounts (P&L and Balance Sheet) for the last 3 years.		
7	The annual turnover should be not less than 30 Million per annum and should be in line with last 3 years.		
8	Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder incorporated company outside Sri Lanka must have a local agent or authorized service provider in Sri Lanka preferably registered company under Companies act Sri Lanka.		
09	Every bidder who acts as an agent, representative or nominee on behalf of such bidder, a Certificate of Registration issued by the Registrar of Company in Sri Lanka, in accordance with the Public Contract Act No.3 of 1987 of the Government of Sri Lanka and subsequent gazette notification.		
10	The documentary evidence should be provided for all of the above.		

Authorized Signature: Date:

Name of the Bidder:

51

5. Service Level Agreement

Duration	:	
From	:	
Ref	:	

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

BETWEEN:

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

AND

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

The parties to this agreement may be referred to individually as a 'Party" and collectively as the "Parties", as the context may so require.

1. RECITALS

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

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

2. KEY TERMS

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

2.2 "Failing Equipment" Means Equipment requiring the Services

2.3 "Exchange Equipment" Means replaced items provided by ____ , for any of the Equipment.

2.4 "Services" Means either Onsite or Remote service provide by _____.

(i) When the equipment is replaced, and transport it to the DLB 's location;
(ii) Immediately thereafter deploy it; and
(iii) Verify its operation to be confirmed by an officer to be nominated by the DLB and either one of Exchange of Equipment -Where, _____ shall Exchange the failing equipment with an equipment with similar specification or

higher in specification which should be fully compatible to carry out the business functionality of the DLB.

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

3. TERM

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

4. SCOPE OF SERVICES

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

4.2 Following Services will be supplied to DLB by _____.

Technical Respond Time

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

Remote Support Level

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

Onsite Engineering Support

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

Support to Service Availability

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

Bug Fixes and Patch Upgrade of Software

We do support for installations or reconfiguration of bug fixes and patch upgrades of software that was provided with initial solution by _____.

Infrastructure Health Monitoring & Reporting

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

5. FINANCIAL CONSIDERATION

5.1 Product Maintenance

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

5.2 Total Amount Payable

Sri Lankan Rupees

5.3 Spare Parts

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

5.4 Payments

Payment shall be made in Sri Lanka Rupees within thirty (30) days from the date of the completion of the project.

6. DUTIES OF _____

6.1   _____ shall appoint a qualified technician/engineer who shall have adequate experience and competence to carry out the Services.

6.2   All Equipment and/or parts that need to be taken out of the premises of the DLB shall be subject to the approval of the DLB; and _____ should comply with all regulations currently in effect imposed by The DLB for premise accessing.

6.3   The following sections provide relevant details on service availability, monitoring of in scope services and related components.

6.3.1   Level 1 Evaluation & Resolution

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

6.3.2   Level 2 Evaluation & Resolution

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

6.3.3 Level 3 Evaluation & Resolution

- If the incident is related to product manufacturing defect, then _____ will report the incident to respective manufacturers.
- Defected product should be repaired within three hours and if not replaced with on loan, functionality equal product until the defected items are repaired.
- If the product will be failed and reported more than 3 times during the 3 months' time period, it should be replaced with a new and functionality equal product

6.3.4 Reporting an Incident

1. Phone :

2. Email
      Email to :

7. CONFIDENTIALITY

7.1   _____ and **DLB** acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other.

7.2   _____ and **DLB** agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of their respective obligations hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential.

7.3   All such confidential and proprietary information, data, code, finances, business plans and computer software are hereinafter collectively referred to as "Confidential Information." _____ and **DLB** shall use their best efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

7.4   Without limitation of the foregoing, _____ and **DLB** shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

7.5   _____ specifically acknowledges and agrees that subject to Clause 7.6, all material and information supplied by **DLB** or which has or will come into _____'s possession or knowledge in connection with its performance hereunder is to be considered **DLB**'s confidential and proprietary information. For avoidance of doubt Trade Secrets of **DLB** shall be considered confidential and proprietary information of **DLB**. Upon termination of this Agreement or at any other time upon request, _____ will promptly deliver to **DLB** all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by _____ or others, which contain **DLB**'s confidential information. _____ agrees that disclosure of such information to, or use by, third parties,

either during or after this Agreement, will cause **DLB** irreparable damage. _____ agrees to use best efforts to hold such confidential information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder. _____ further agrees not to release such information to any employee or contractor who has not signed a written agreement expressly binding such party not to use or disclose the confidential information, except as expressly permitted in this Agreement.

Non Confidential Information

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

   7.6.1 is, as of the time of its disclosure, or thereafter, becomes part of the public domain through a source other than the receiving party;

   7.6.2 was known to the receiving party as of the time of its disclosure;

   7.6.3 is independently developed by the receiving party without use of confidential and proprietary information of the other in the receiving party's possession or knowledge in connection with its performance under this Agreement;

   7.6.4 is subsequently learned from a third party whose disclosure of the information does not constitute a direct or indirect breach by that third party of any confidentiality obligation to the providing party or to _____ or **DLB**; or

   7.6.5 is required to be disclosed pursuant to court order or government authority, including as part of any filing with the Securities and Exchange Commission, whereupon the receiving party shall provide notice to the other party prior to such disclosure so as to allow sufficient time to oppose such order or authority's request.

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

8. INDEMNIFICATION

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

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

9. REPRESENTATIONS OF _____

   9.1 Organization – The _____ is a company duly organized, validly existing and in good standing under the laws of Sri Lanka.
   9.2 Authorization - This Agreement constitutes the _____'s valid and legally binding agreement enforceable against it in accordance with the terms hereof.
   9.3 No Violation - Execution and delivery of this Agreement and the performance of its obligations hereunder are not in violation of, and do not conflict with or constitute a default under, any of the terms and provisions of any agreement to which it is expressly a party, indenture or instrument to which it is bound.

9.4 Professional Quality – The _____ warrants that the provision Maintenance & Support Services will be provided with due care and diligence and will be of a professional quality conforming to generally accepted industry standards and practices.

10. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement for interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party. In the event force majeure continues for more than fourteen (14) days, the party not affected by force majeure may terminate this Agreement by giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination.

11. INDEPENDENT CONTRACTORS

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

12. ASSIGNMENT

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

13. SEVERABILITY

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

14. WAIVER

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

15. ENTIRE AGREEMENT

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

16. SURVIVAL

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

17. SECURITY AND DATA INTEGRITY

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

17.1.2 _____ cannot be held responsible for exploited security threats.

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

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

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

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

18. DUTIES OF DLB

18.1 The DLB shall provide suitable free and safe access to the equipment.

18.2 The DLB shall make best efforts to ensure that appropriate safeguards to data are present and complied with.

18.3 The DLB shall assist _____ in obtaining entry passes and permits required for the officer/s of _____ or their vehicles visiting the premises where the services are to be carried out.

18.4 The DLB shall designate a person based at the DLB's site who shall co-ordinate all maintenance related communication between the DLB and _____.

19. EXCLUSIONS

_____ will not provide the following services under this agreement:

19.1 Providing services in the nature of painting or refinishing the equipment.

19.2 Electrical work external to the equipment.

19.3 Re-arrangement or relocation of equipment and provision of necessary materials and lab hours relating thereto.

19.4 Installation, service or removal of alteration or attachment to the equipment.

19.5 Repair of equipment damaged or replacement of service parts caused by:
-

19.5.1 Failure to continually provide a suitable environment prescribed by _____ including adequate space, electrical power, air conditioning and humidity control.

19.5.2 Neglect or misuse, including use of equipment for purpose other than for which designed.

19.6 Accident, disaster, including water, wind and lightning, transportation, Act of god, vandalism or burglary.

19.7 Alteration, including any deviation from equipment design.

19.8 Attachment, including any interconnection to the equipment.

19.9 Repair of equipment damage, or replacement of service parts caused by the use of inferior 3rd party equipment.

19.8 Any service which is impractical for _____ to render because of alterations in or attachments to the equipment.

19.9 Virus infection.

19.10 Alteration of configurations, setups by unauthorized personnel.

19.11 Additional configuration other than the present configuration.

20. WARRANTY INFORMATION

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

21. WITHDRAWAL/TERMINATION

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

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

22.1.2 Terminates or suspends its business.

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

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

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

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

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

22. NOTICES

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

Address	:
Email	:
Telephone	:
Fax	:

23. GOVERNING LAW

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

………………………………………………… Signed for and on behalf of	………………………………………………… Signed for and on behalf of
Name : Designation : Date :	Name : Designation : Date :

Schedule I

List of Goods

Item No	Description of Goods	Qty.	Unit
1.0	Backend Firewall System	2	Nos.
2.0	Perimeter Firewall System	2	Nos.
3.0	Installation & Commissioning Charges		
4.0	Service Level Agreement for 3 Years with 24 x 7 service		

Schedule II

Item No	Description of Goods or related services	Qty	Unit
1.0	Supplying of **Backend Firewall System**	2	Nos
2.0	Supplying of **Perimeter Firewall System**	2	Nos
3.0	Installation & Commissioning Charges of above items 01 & 02		
4.0	Service Level Agreement for 3 Years with 24 x 7 service		

Table of Clauses

Section VI. Conditions of Contract

1. Definitions

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

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

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

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

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "CC" means the Conditions of Contract.

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

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

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

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

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

(l) "The Project Site," where applicable, means the place named in the Contract Data.

2. Contract Documents

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

3. Fraud and Corruption

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

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

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

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

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

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.

13. Supplier's Responsibili-ties

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

14. Contract Price and the Related Services

14.1 Prices charged by the Supplier for the Goods supplied performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

15.1 The Contract Price, shall be paid as specified in the Contract Data.

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

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

16. Taxes and Duties

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

17. Performance Security

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

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

17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

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

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

20. Subcontracting

20.1 Not applicable

21. Specifications

21.1 Technical Specifications and Drawings and Standards

   (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 1V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

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

   (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised

68

version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents	2222.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
23. Insurance	23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
24. Transportation	24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
25. Inspections and Tests	.1 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

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

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in

CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

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

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

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

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

26. Liquidated Damages

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

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

27. Warranty   27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the section 1V, the warranty shall remain valid for twelve (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

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

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

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

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

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

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

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

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

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

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

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

29. Limitation of Liability

29.1   Except in cases of criminal negligence or willful misconduct,
(a)   the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any

indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

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

30. Change in Laws and Regulations

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

31. Force Majeure

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

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

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

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

32. Change Orders and Contract Amendments

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the

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

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

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

34. Termination   34.1 Termination for Default

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

(i)   if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

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

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

(b)   In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

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

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

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

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

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

Section VI. Contract Data

CC 1.1(i)	**The Purchaser is:** Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02
CC 1.1 (m)	**The Project Site(s)/Final Destination(s) is :** Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02
CC 8.1	For notices, the Purchaser's address shall be: Attention: Chairman Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02 Telephone:0114824824 Facsimile number:0769475871 Electronic mail address: agmproc@dlb.lk
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lankan Rupees within thirty (30) days from the date of the completion of the project. Supplier should be submitted a certified copy of the TRC approval letter with the original invoice.
CC 25.1	The inspections and tests shall be: Applicable
CC 25.2	The Inspections and tests shall be conducted at: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02
CC 26.1	The liquidated damage shall be 0.1% per week

Section VII. Contract Forms

Table of Forms

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

    (2)   **……………………………………………………….,** a Company incorporated under the ………………………………………….… in Sri Lanka whose registered office is at …………………………………**.** ……………………………………….…(hereinafter called "the Supplier").

WHEREAS the DLB invited bids for certain Goods and ancillary services, of **SUPPLYING, INSTALLATION, COMMISSIONING OF ENTERPRISE FIREWALL SOLUTION** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ……………………………………………………………… [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2.   The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

    (a)   This Contract Agreement

    (b)   Contract Data

    (c)   Conditions of Contract

    (d)   Technical Requirements (including Schedule of Requirements and Technical Specifications)

    (e)   The Supplier's Bid and original Price Schedules

    (f)   The Purchaser's Notification of Award

    (g)   Service Level Agreement

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

4.   In consideration of the payments to be made by the DLB to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the DLB to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5.   The DLB hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the DLB

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

For and on behalf of the Supplier

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

2. Performance Security

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

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

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

*Beneficiary:……………………………………………………………………………………

……………………………………………………………………………………………………

[Name and Address of Employer]

Date: ……………………………

PERFORMANCE GUARANTEE No.:   …………………………………

We have been informed that ………………………………………………………
[name of Supplier] (hereinafter called "the Supplier") has entered into Contract No.
…………………………………… [reference number of the contract] date……………with
you,   for   the   ………………………   Supply   of
……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
[name of contract and brief description] (hereinafter called "the Contract").
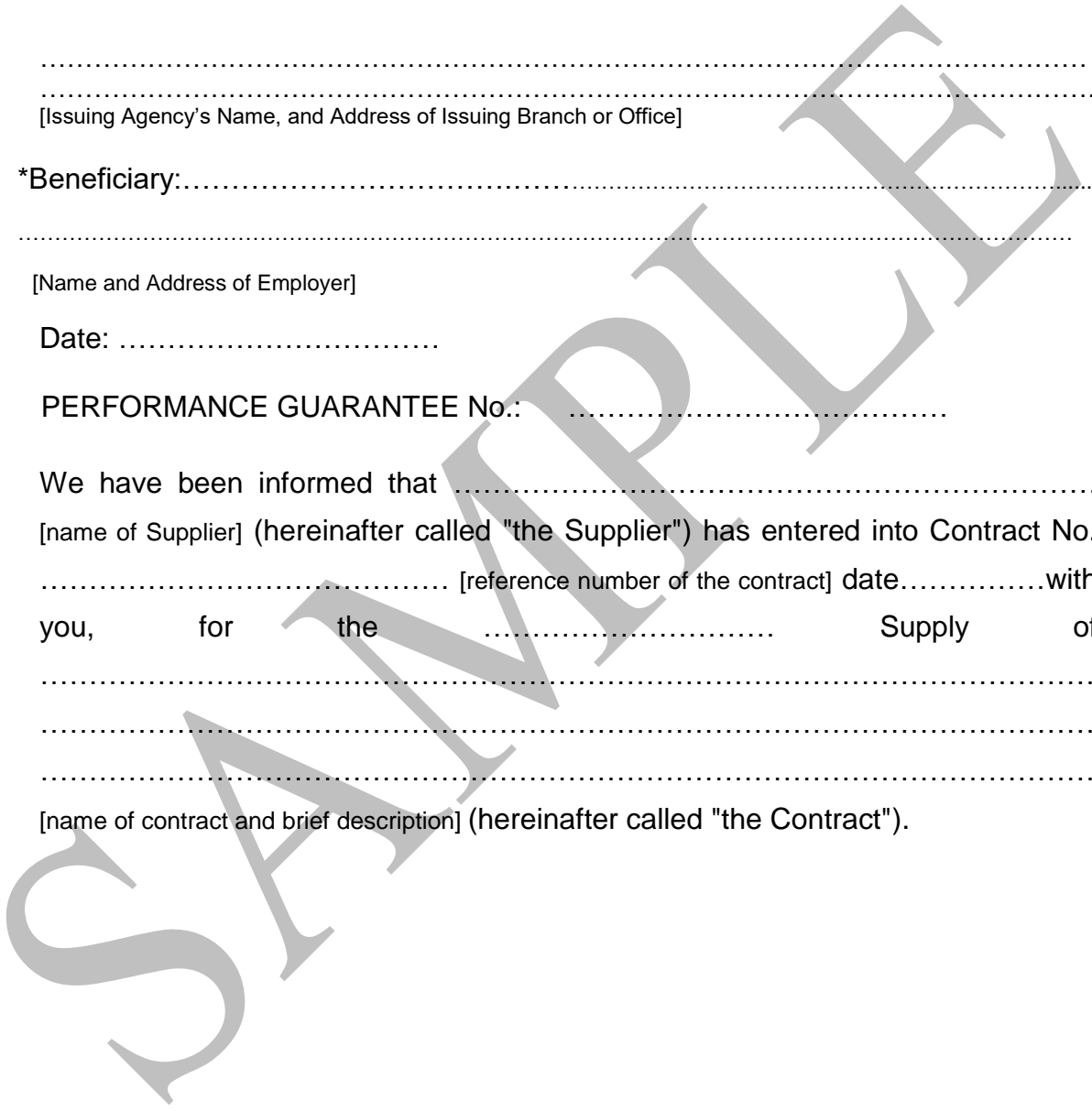
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, ………………………………………………………………

[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of …………………………… ……………………[amount in figures]...............……………………………………………………………………………… [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ………... day of ……, 20…... [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

………………………….
[signature(s)]

****