



Supply install testing commissioning & training of audio workstation system

BIDDING DOCUMENT DEPARTMENT OF GOVERNMENT INFORMATION

BID No: DGI/PRO/01/09/2021

Bids will be closed at 01/10/2021 on 1.30 p.m and will be opened immediately thereafter.

Section I. Instructions to Bidders (ITB)

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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:
- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified

from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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

- (a) “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (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.

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 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 VIII Sections, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms
- Invitation for Bid

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 adscription 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) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 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 are allowed with multiple sets of bidding document
- 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;
- 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 Bid

- 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder 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 Price escalation formula 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.**

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

- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) if a Bidder does not agree 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 Bids copy of the 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 26.1.

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 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 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. Nonconformities, 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 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 of Bids

31.1 The Purchaser shall examine the bids to confirm that all 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 Single Currency

33.1 If the bidders are allowed to quote in foreign 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 discount offered in accordance with ITB sub clause 14.2; and 14.3;
 - (d) adjustment due to the application of the evaluation criteria specified in the BDS from amongst those set out in section III, evaluation and qualification criteria;
 - (e) adjustment due to the application of a domestic preference, in accordance with ITB clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 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. Post qualification 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 perform the Contract satisfactorily.
- 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

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.

Section II. Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Department of Government Information
ITB 1.1	The name and identification number of the Contract are: Supply install testing commissioning & training of audio workstation system DGI/PRO/01/09/2021
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Chief Accountant Address: Department of Government Information 163, Kirulapana Avenue, Colombo 05. Sri Lanka. Telephone: +94 718859889, +94 112514759 Facsimile number: +94112514286 Electronic mail address: ca@dgi.gov.lk Pre bid meeting will be held Date – 17/09/2021 Time – 10.00am Venue – Mini Auditorium, Government Information Department
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: 1. All the technical specifications and brochures / literature of the offered equipment. 2. Manufacture's Authorization (required each item) 3. Company Profile

	<ol style="list-style-type: none"> 4. Recent Client List of Audio post production Equipment in Sri Lanka with purchase orders/ awarding letters received 5. Copy of the Business registration/Certificate of incorporation 6. Warranty Certification 7. Last 3 year Audited Accounts 8. Copy of annual maintenance agreement 9. Power of attorney or board resolution for authorizing to signed the bid document and contract document
ITB 14.3¹	Bidder shall quote Full quantity
ITB 15.1²	The bidder shall quote all expenditure in Sri Lankan Rupees.
ITB 17.3³	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 Years
ITB 18.1 (b)	After sales service is Required
ITB 19.1⁴	The bid shall be validity until 90 days from the date of closing of bids.
ITB 20.1	Bid shall include a Bid Security issued by approved by commercial bank operating in Sri Lanka included in Section IV Bidding Forms.
ITB 20.2⁵	<p>The amount of the Bid Security shall be Rs. 200,000/-</p> <p><i>The validity period of the bid security shall be 120 days from the date of closing of bids.(including closing date)</i></p>
	D. Submission and Opening of Bids
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks Supply install testing commissioning & training of audio workstation system</p> <p>DGI/PRO/01/09/2021</p> <p>The bidder shall quote their bids in two set of documents, “Original” and “Copy”.</p>

<p>ITB 23.1</p>	<p>For bid submission purposes, the Purchaser’s address is: Director General of Government Information, Department of Government Information, No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka. Attention: Chief Accountant Address: Department of Government Information, No: 163, Kirulapana Avenue, Colombo 05, Sri Lanka. Telephone: +94718859889, +94112514759 Fax +94112514286 The deadline for the submission of bids is: Date : 01/10/2021 Time: 1.30 p.m</p>
<p>ITB 26.1</p>	<p>The bid opening shall take place at: The Mini Auditorium, Address: Department of Government Information, No: 163, Kirulapone Avenue, Colombo 05. Date: 01/10/2021 Time: 1.30 p.m</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>ITB 34.1</p>	<p>Domestic preference shall not be a bid evaluation factor..</p>
<p>ITB 35.4</p>	<ol style="list-style-type: none"> 1. Compliance with the General and Financial Conditions 2. Responsiveness of the bid as per the Section 1. Instructions to Bidder (ITB) 3. Having a valid Business Registration and at least 3 years experience in supplying Audio post production Equipment in Sri Lanka 4. Compliance with the Section VI, Conditions of Contract and Technical Specifications 5. Required Experience and Technical Capacity 6. Financial Capability 7. Delivery ; Completion Period

Section IV. Bidding Forms

Table of Forms

Bid Submission Form	
Price Schedule:.....	
Price and Completion Schedule - Related Services	
Bid Security (Guarantee)	
Bid-Securing Declaration	
Manufacturer's Authorization	

Bid Submission Form

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

No.: **DGI/PRO/01/09/2021**

To: **Director General of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka.**

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];

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 - **Supply install testing commissioning & training of audio workstation system**

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

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

(c) 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;

(d) 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;

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

(f) 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;

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

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

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]

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Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Item No.	Description	Qty.	Unit Price	Price	VAT	Price with VAT
01	Audio Application Software with all relevant Plaguings	1				
02	Digital Audio Mixer with all relevant accessories (LOT)	1				
03	Control Surface with relevant accessories (LOT)	1				
04	Audio Workstation with relevant accessories (LOT)	1				
05	27 inch 1920 x 1080 at 60 Hz dual display	2				
06	Dynamic Microphone	4				
07	Condenser Microphone	4				
08	Multi Pattern Condenser Microphone	2				
09	Wireless transmitter (Type - 1)	2				
10	Wireless transmitter (Type - 2)	2				
11	Wireless receiver (Type 1)	2				
12	Lavalier Microphone	2				
13	Wireless receiver (Type 2)	2				
14	Wireless microphone	2				
15	Shotgun Microphone	2				
16	Professional Headphone	3				

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17	Professional Studio Monitor (LOT)	1				
18	Studio Monitor	5				
19	Studio Subwoofer	1				
20	AES/EBU multichannel interface	1				
21	Loudspeaker Manager User Kit	1				
22	Floor stand	5				
23	Wireless volume control.	1				
24	Stereo Volume Controller	1				
25	Portable recorder	1				
26	Solid State Recorder	1				
27	Network attached storage	1				
28	Preview Monitor	1				
29	Supply installation testing and commissioning /training (lot)					
30	Annual maintenance contract – Year 4					
	Year 5					
	Year 6					
	Year 7					
	Year 8					
31	Any other Cost					

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Totals -						

Bid Guarantee

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

[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: Director General of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue,
Colombo 05,
Sri Lanka.**

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)

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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)]

Bid-Securing Declaration

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

*[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----*[insert date by bidder]*

Name of contract –

*Contract Identification N^o:

*Invitation for Bid No.: ----- *insert number*]

*To: -----

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

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.: **DGI/PRO/01/09/2021**

**To: Director General of Government Information,
Department of Government Information,
No: 163, Kirulapone Avenue,
Colombo 05,
Sri Lanka.**

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]*

Section V. Schedule of Requirements

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List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Unit	Final Destination as specified in BDS	Delivery Period	
					Latest delivery period	Bidder's Offer
01	Audio Application Software with all relevant Plugging	1		COLOMBO	60 days from the date of awarding of the contract	
02	Digital Audio Mixer with all relevant accessories (LOT)	1				
03	Control Surface with relevant accessories (LOT)	1				
04	Audio Workstation with relevant accessories (LOT)	1				
05	27 inch 1920 x 1080 at 60 Hz dual display	2				
06	Dynamic Microphone	4				
07	Condenser Microphone	4				
08	Multi Pattern Condenser Microphone	2				
09	Wireless transmitter (Type - 1)	2				
10	Wireless transmitter (Type - 2)	2				
11	Wireless receiver (Type 1)	2				
12	Lavalier Microphone	2				
13	Wireless receiver (Type 2)	2				
14	Wireless microphone	2				
15	Shotgun Microphone	2				
16	Professional Headphone	3				
17	5.1 Professional Studio Monitor (LOT)	1				
18	Studio Monitor	5				
19	Studio Subwoofer	1				
20	AES/EBU multichannel interface	1				
21	Loudspeaker Manager User Kit	1				
22	Floor stand	5				
23	Wireless volume control.	1				
24	Stereo Volume Controller	1				
25	Portable recorder	1				
26	Solid State Recorder	1				
27	Network attached storage	1				
28	Preview Monitor	1				
29	Supply installation testing and commissioning /training (lot)					

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2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service	Description of Service	Place where Services shall be performed	Final Completion Date(s) of Services
1	Onsite Training	Government Information Department	Within one week from commissioning
2	Warranty		3 Years from the date of commissioning
3	After sale service Agreement. clauses of the service agreement may negotiate.		4 th year to 8 th year

1. Technical Specifications – Audio Application Software

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Warranty Certification for 3 Years for Product. company should have certified quoted product engineer (certification must attached with the tender)		
6	Manufacturer Authorization		
	Product Configuration		
7	Should have atleast 512 voices (expandable upto a maximum of 768 audio voices)		
8	Audio record (simultaneous) 256 /128 / 64 (up to 768 voices, hardware dependent)		
9	Should support Video Tracksminimum64		
10	must support Loop recording/track comping workflows		
11	should come with Advanced audio editing (Continuous Scrolling, Scrub Trim tool, Replace Clip command, field recorder workflows, Advanced metering with gain reduction		
12	Support Create big mixes, with up to 128 audio tracks		
13	Support inspired and wake up your mixes with a high-quality loop library from Loop masters•		
14	Import/Playback Support should support DNxHR (MOV) DNxHD (MOV) Apple ProRes (MOV) H.264 (CFR Media Only) (MOV, MP4, M4V)		
15	Should support multi-channel mixing, including support for Ambisonics and Dolby Atmos		

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16	Support Loop recording/track comping workflows		
17	Should provide AAX and AAX DSP audio plugin architecture support		
18	Should support Plug-in support for Audio recording software Should have the necessary plugins to restore, mix and master audio		
19	Must work with Pace Anti-piracy iLok 3 hardware key and cloud based authorization		

2. Technical Specifications: Digital Audio Mixer

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Warranty Certification for 3 Years for Product. company should have certified quoted product engineer (certification must attached with the tender)		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Projects should be compatible with a free app in iOS and Android with the software interface		
9	throw faders should motorized, touch-sensitive and not exceed 100mm long with less than 8 units		
10	Should consist of eight push-top knobs		
11	Should have various functions of such as mode selection, muting, solo, bank, nudge and more.		
12	Should consist Eight high-resolution OLED display with track buttons, channel metering, monitoring, processing and other views.		
13	Should be able connected four S1 controllers together		
14	Should be able connected to Docking controller		
15	The height should not exceed 1.3 inches in the front view		
16	The depth should be at least 15 inches		
17	Should support at least 16 channel or more		

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18	Should have the S6-style monitoring control		
19	Should supply a tablet for application software		
20	Should supply recommended 5GHz Wi-Fi Access point and 8 port Network switch		
21	All the accessories should be supplied		

3. Technical Specifications: Control Surface

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Warranty Certification for 3 Years for Product. company should have certified quoted product engineer (certification must attached with the tender)		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Should have 1 attention channel strip		
9	Should have atleast 8 sensitive channel control encoders		
10	Should have atleast 1 monitoring control encoder		
11	Should consist at least one 10-segment meter with pre- and post-fade option.		
12	Should contain a control wheel for navigation		
13	Should consist of at least 32 buttons for functional programming		
14	Should consist of at least USB 2.0 port		
15	Should consist of at least 1 footswitch port with 0.25 inch TRS		
16	Should consist of at least one Ethernet port		
17	The width of the unit should not exceed 14 inches		
18	The depth of the unit should not exceed 14 inches		
19	All the accessories must be supplied		

4. Technical Specifications: Audio Workstation

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Manufacturer Authorization		
6	Should provide Warranty Certification for 3 Years for Product. company should have certified quoted product engineer (certification must attached with the tender)		
7	Processor - 3.5GHz ,6Core or above processor or better		
8	Total Installed Memory should support - 64 GB or better		
9	Maximum Memory Capacity 128 GB or higher		
10	Memory Type - DDR3 ECC or higher		
11	Memory Speed - 1866 MHz or better		
12	Available Memory Slots- >6		
13	Hard Drive - 1st SSD; 256GB 7200 rpm 2nd 2 TB 7200 rpm or better		
14	Optical Drive - 16x Half Height DVD-/+RW		

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15	Ports – =>8 x USB 3.0 Type-A =>2 x USB 2.0 Type-A =>2 x PS/2		
16	Support-Audio-1x1/8"(3.5mm)MicrophoneInput 1 x 1/8" (3.5 mm) Headphone Output , thunderbolt input		
17	Graphics -6GB GDDR5X with PCI Express 3.0 or better		
18	Keyboard Features: Numeric Keypad		
19	Mouse - USB		
20	Power supply - 230V/50Hz		
21	Window 10 pro 64 bit or batter		
22	27 inch 1920 x 1080 at 60 Hz dual display - 2Qty		

5. Technical Specifications: Dynamic Microphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Handheld		
9	Device should be response to 40 Hz to 18kHz		
10	Sensing element type should be conductive diaphragm		
11	The output connector should be 3 pin XLRM male type		
12	Signal should be picked unidirectional way		
13	The housing of the microphone should be made of die cast metal		
14	The internal capsule of the microphone should be mounted to the housing in a way to reduce external vibrations/shocks to the sensing element		
15	The sensitivity of the microphone shouldn't be less than (-51dBV/Pa) at the 1,000 Hz opened circuit voltage		
16	Impedance of the microphone should not be less than 350Ω		
17	Weight should be less than 360g		
18	Accessories	Foam windshield	

6. Technical Specifications: Condenser microphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Stand-mount		
9	Device should be response to 20 Hz to 20kHz		
10	Sensing element type should be condenser capsule		
11	The output connector should be 3 pin XLRM male type		
12	Signal should be picked unidirectional way		
13	The housing of the microphone should be made of die cast metal		
14	The internal capsule of the microphone should be mounted to the housing in a way to reduce external vibrations/shocks to the sensing element		
15	The audible frequency sensitivity of the microphone shouldn't be greater than (-32 dBV/Pa) at the 1,000 Hz opened circuit voltage		
16	Maximum sound pressure	Between 140dB – 150dB	
17	Impedance of the microphone should not be less than 50Ω		
18	Device must support phantom power		
19	Weight should be less than 490g		
20	Accessories	Pop-Filter	
		Elastic shock mounts	

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7. Technical Specifications: Multi-Pattern condenser microphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Stand-mount		
9	Device should be response to 20 Hz to 20kHz		
10	Sensing element type should be condenser capsule		
11	The output connector should be 3 pin XLRM male type		
12	User should be able switch between different pick up pattern (more than four pattern)		
13	The housing of the microphone should be made of die cast metal		
14	The internal capsule of the microphone should be mounted to the housing in a way to reduce external vibrations/shocks to the sensing element		
15	The audible frequency sensitivity of the microphone shouldn't be greater than (-37 dBV/Pa) at the 1,000 Hz opened circuit voltage		
	Maximum sound pressure	Between 140dB – 150dB	
16	Impedance of the microphone should not be less than 50Ω		
17	Device must support phantom power		
	Device should come with in-built low cut filter with switchable facility		

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18	Weight should be less than 490g		
19	Accessories	Pop-Filter	
		Elastic shock mounts	

8. Technical Specifications: Wireless transmitter (Type - 1)

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Body pack		
9	Operating frequency range between 470 Hz to 608kHz		
10	Modulation type : Frequency modulation (Wide Band)		
11	Transmission range should not be less than 100m		
12	Audible frequency range	Line-in : 25Hz – 18kHz	
		Mic-in : 80Hz – 18kHz	
13	Input connector type	3.5mm	
14	The device should include built in noise reduction mechanism		
15	Power source	AA batteries	
16	RF output	At least 23mW	
17	Switchable output frequency channel	User should be able select from at least available 12 frequency channels	
18	SNR		110dBA or better
19	Operating time		At least 8 hours
20	Weight should be less than 160g including the weight of batteries		

9. Technical Specifications: Wireless transmitter (Type - 2)

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Plug-on		
9	Operating frequency range between 470 Hz to 608kHz		
10	Modulation type : Frequency modulation (Wide Band)		
11	Transmission range should not be less than 100m		
12	Audible frequency range	Mic-in : 80Hz – 18kHz	
13	Input connector type	3 pin XLR female	
14	The device should include built in noise reduction mechanism		
15	Power source	AA batteries	
16	RF output	At least 23mW	
17	Switchable output frequency channel	User should be able select from at least available 12 frequency channels	
18	SNR	110dBA or better	
19	Operating time	At least 8 hours	
20	Device should come with in-built low cut filter with switchable facility		
21	Weight should be less than 200g including the weight of batteries		

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10. Technical Specifications: Wireless receiver (Type 1)

Minimum Technical Specifications		Bidder Response(Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Camera mount		
9	Wireless receiver should be compatible with the proposed wireless transmitters and same brand		
10	Operating frequency range between 470 Hz to 608kHz		
11	Modulation type : Frequency modulation (Wide Band)		
12	Operating time	At least 8 hours	
13	Output connector type	3.5mm jack socket	
14	The device should include built in noise reduction mechanism		
15	Power source	AA batteries	
16	RF sensitivity	RF sensitivity should be less than 1.6 μ V at when effective SNR is at 52 dBA	
17	Switchable input frequency channel	User should be able select from at least available 12 frequency channels	
18	SNR	110dBA or better	
19	Device should be able automatically adjust the threshold level for mute the incoming noise signal at when the signal is too low or connection is at idle		

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20	Device should come with in-built low cut filter with switchable facility		
21	Weight should be less than 200g including the weight of batteries		

11. Technical Specifications: Lavalier Microphone

Minimum Technical Specifications			Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make			
2	Model			
3	Country of Origin			
4	Country of Manufacture			
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance			
6	Manufacturer Should be ISO 9001 certified			
7	Manufacturer Authorization			
8	Sensing element should be Condenser			
9	Maximum sound pressure level	130dB or better		
10	Sound pick up pattern	Omni-directional		
11	Jack type	Mini-jack		
12	The length of the cable	More than 1.5m		
13	Cable connection	Should be permanently attached to mic unit		
14	Accessories	Mountable clip		

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12. Technical Specifications: Wireless receiver (Type 2)

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Rack Mountable		
9	Wireless receiver should be compatible with the proposed wireless transmitters and same brand		
10	Operating frequency range between 470 Hz to 510 kHz		
11	Modulation type : Frequency modulation (Wide Band)		
12	Audio output connectors	6.3 mm jack socket	
		XLR socket	
13	Power source	12V DC	
14	RF sensitivity	RF sensitivity should be less than 2.5µV at when effective SNR is at 52 dBA	
15	Switchable input frequency channel	User should be able select from at least available 12 frequency channels	
16	SNR	110dBA or better	
17	Equalizer	At least 4 preset Equalizer	
18	RF receiving Antenna	Should come with 2 removable antennas (BNC connector)	
19	Accessories	Rack mountable kit	
20	Device should be able automatically adjust the threshold level for mute the incoming noise signal at when the signal is too low or connection is at idle		

13. Technical Specifications: Wireless Microphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Hand-Held		
9	Operating frequency range between 470 Hz to 608kHz		
10	Modulation type : Frequency modulation (Wide Band)		
11	Transmission range should not be less than 100m		
12	Signal should be picked unidirectional way		
13	Audible frequency range	80Hz – 18kHz	
14	Power source	AA batteries	
15	RF output	At least 23mW	
16	Switchable output frequency channel	User should be able select from at least available 12 frequency channels	
17	SNR	110dBA or better	
18	Operating time	At least 8 hours	
19	The device should include built in noise reduction mechanism		
20	Device should come with in-built low cut filter with switchable facility		
21	Weight should be less than 460g including the weight of batteries		

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14. Technical Specifications: Shotgun microphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Product & Performance assurance		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Boom pole mic		
9	Device should be response to 40 Hz to 20kHz		
10	Sensing element type should be condenser capsule		
11	The output connector should be 3 pin XLRM male type		
12	Signal should be picked unidirectional way		
13	The housing of the microphone should be made of die cast metal		
14	The audible frequency sensitivity of the microphone shouldn't be greater than (-32 dBV/Pa) at the 1,000 Hz opened circuit voltage		
15	Maximum sound pressure	Between 120dB – 135dB	
16	Weight of the device	Net weight of the device should not be exceeding 125g	
18	Sound pick up pattern	Should be cardioid and lobar pattern	
19	Operating time	More than 140 hours of operating time	
20	Accessories	windshield	
		shock mount suspension system	
		Boom pole with internal XLR cable	

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15. Technical Specifications: Professional Headphone

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Warranty Certification for 3 Years for Product		
6	Manufacturer Should be ISO 9001 certified		
7	Manufacturer Authorization		
8	Form factor : Closed type		
9	Device should be response to 20 Hz to 20kHz		
10	Ear coupling	Around-Ear	
11	Color of the device	Should be Black	
12	Weight of the device	Net weight of the device should not be exceeding 190g	
13	Harmonic distorting	Should be less than 0.2%	
14	Length of the cable	2m	
15	Jack type	3.5mm	
16	Speaker impedance	32 Ω	
17	Accessories	3.5mm female to 6.3mm male stereo adaptor	

16. Technical Specifications: Professional Studio Monitor

16.1 Studio Monitor

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Warranty Certification for 3 Years for Product		
6	Form factor : Active studio monitor		
7	Sound pressure level should be more than 105dB		
8	Frequency Response needs to be in-between 38 Hz - 22 kHz		
9	Amplifier Power should be more than 145W for both bass and treble		
10	Net Weight of the device should not be exceeding 8.5Kg		
11	Accuracy of Frequency Response should be ± 1.5 dB or better		
12	I/O connections	2 x RJ45 Control	
		1 x XLR Analog Input	
		1 x XLR AES/EBU Output	
		1 x XLR AES/EBU Input	
13	Accessories	Should come with floor standing stand from the same brand	

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16.2 Studio Subwoofer

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Form factor : Studio Subwoofer		
5	Should provide Warranty Certification for 3 Years for Product		
6	Sound pressure level should be more than 110 dB		
7	Frequency Response should be between 19 Hz - 150 Hz		
8	Accuracy of Frequency Response should be ± 3 dB or better		
9	Net Weight of the device should not be exceeding 50Kg		
10	Amplifier Power should be more than 390W		
11	Input and Output connections	At least 7 x XLR Analog Input	
		1 x XLR Analog Output	
		1 x XLR Analog Input	
		1 x XLR AES/EBU Input	
		At least 7 x XLR Analog Output	
		2 x RJ45 Control	
		1 x XLR AES/EBU Output	

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16.3 Multichannel Interface

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	The device should be purposely built to expand the stereo inputs and output to 8 channels		
5	Should provide Warranty Certification for 3 Years for Product		
6	Device should have 7.1 channels XLR digital audio inputs and outputs		
7	This device should be compatible with the above mention studio monitor and the subwoofer		
8	All the input signals should be converted at the same sampling speed		
9	Word length	32 to 192 kHz	
10	Digital audio format	AES/EBU	
11	Sample rate	From 32 to 192 kHz	
12	Word length	From 16 to 24 bits	
13	Net Weight of the device should not be exceeding 2Kg		
14	Input and output specifications	1x XLR subwoofer output link	
		8 channel audio outputs	

16.4 Loudspeaker Manager User Kit

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	This device should be from the same speaker brand		
5	Should provide Warranty Certification for 3 Years for Product		
6	Kit should include the calibration microphone, holder for the microphone and the network interface unit.		
7	Network interface unit should be able to connect to a workstation via USB cable.		
8	Speaker management software should work on windows and Mac operating systems		
9	User should be able to calibrate speaker automatically through the management software		
10	The device should be able connect a wired volume controller		
11	Wired volume controller should be able to connect via 3.5 mm stereo male and female connectors		
12	Studio monitors should be able to connect via Ethernet cables		
13	Volume of the all connected studio monitors and subwoofer need to be controlled the wireless volume controller		
14	Each setup needs to have more than 4 independent monitor groups		
15	Accessories should be included	Wired volume controller	
		Wireless volume controller	
16	Form factor of the wired volume controller	knob volume control	

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17 Technical Specifications: Portable recorder

Minimum Technical Specifications		Bidder Response(Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Should provide Warranty Certification for 3 Years for Product		
5	Manufacturer Should be ISO 9001 certified		
6	Product Configuration		
6.1	Should have simultaneous recording for at least four tracks		
6.2	Should contain High quality microphone preamps		
6.3	Should Record up to 120 dB sound pressure level with both microphones		
6.4	Should perform on AA alkaline or NiMH rechargeable batteries		
6.5	Should be able to Mount to mic stand or tripod, or to DSLR		
6.6	Should have 4 simultaneous recording tracks in 4CH mode		
6.7	Should be able to record directly to SD and SDHC		
7	Operation and Maintenance		
7.1	should contain 4 metronome sound sources		
7.2	WAV Format quantization should be 14/22-bit		
7.3	WAV Format sampling frequency should be at least 90kHz		
7.4	Data Type for MP3 Format recording should be upto 320kbps		
7.5	Data Type for MP3 Format sampling frequency should be upto 48 kHz		
7.6	The external mic should be Mini stereo phone jack with input gain - 16 dB to +51 dB		
7.7	The weight should be below 300g		

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7.8	The dimensions should not exceed 75 (W) × 160 (D) × 40 (H) mm		
7.9	Monaural speaker current should not exceed 400 mW and 8 Ω		
8	continuous recording should be stereo mode		
9	the tempo should vary from 40 - 240 BPM		

18. Technical Specifications: Solid State Recorder

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Should provide Warranty Certification for 3 Years for Product		
5	Product Configuration		
5.1	Recording/Playback media should support – SDcard SDHCcard SDXC card		
5.2	File format support – MP3 wav		
5.3	Should support Number of channel (2 Mono) (1 Stereo)		
5.4	Should come with RCA Pin Jack x pair , BALANCED - XLR-3-32 (1: GND, 2: HOT, 3: COLD) × 1 pair or more Nominal output level - + 4dBu or better		
5.5	Should be Nominal output level - + 4dBu or better		
5.6	Should have - Control input/output REMOTE (FRONT) connector - 2.5 RS-232C Connector - D- sub 9 pin x 1		
5.7	Should be able support Output Impedance 200Ω		
5.8	Power support AC 100 - 240V, 50/60Hz		
5.9	Frequency response should support 20Hz to 20kHz, ±0.5dB (JEITA) 20Hz to 40kHz, +0.5/-3dB (JEITA) or better		

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19 .Technical Specifications: Network attached storage solution

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	Should provide Manufacturer Warranty Certification for 3 Years for Products		
6	Manufacturer Authorization		
7	Type : Purposely built for high performance network attached storage appliance		
8	Should support dual channel powering up		
9	Device should work as hybrid cloud architecture		
Product configuration			
10	Form factor of the device : Tower type		
11	Data encryption should be done through hardware based encryption engine		
12	Should consist of two main memory slots, supports up to 8GB and device needs to be come with 4GB of main memory		
13	Interfaces	More than 1 Ethernet ports with 1Gbps of data transfer rate	
		More than 4 USB ports (3 USB ports should be 3.0 type)	
		At least 1 eSATA port	
		Should come with one HDMI port	

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14	Number of HDD bays	At least 8 bays		
15	NAS should be able to configure with JBOD, RAID0, RAID1, RAID5, RAID6 and RAID10 configurations.			
16	The should be comes with 6 number of 4TB hard disks			
17	Device should work with all the major computer and mobile platforms without buying additional licenses			
18	Device should be supported CCTV live recording and playback			
19	Files back up speed should be at least 6Gbps			
Advanced features				
20	Online storage upgrading or HDD hot swappable			
21	Can be used as internal main server			
22	Users should be able to make arrangement to make regular back automatically			
23	NAS can be configured as virtual device			
24	Should work with third party firewalls			

20. Technical Specifications: Preview Monitor

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Should provide Warranty Certification for 3 Years for Product		
5	Screen Type should be support 2 K & 4K		
6	Screen Size (inch) 55 or better		
7	Resolution support 3,840 x 2,160 or better		
8	Should support Billion Rich Colors		
9	Device should work as Dolby Vision IQ (RF/HDMI/CP/USB) HDMI/CP/USB (4K/2K)		
10	Support - Picture Mode 10 modes (Vivid, Standard, Eco, Cinema, Sports, Game, HDR, Effect, Filmmaker, (ISF)Expert(Bright Room),		
11	Display Should support HEVC (Video Decoder) 4K@120P, 10bit		
12	G-Sync Compatible		
13	Auto Genre Selection Yes (SDR/HDR/Dolby HDR)		
14	Should support Component 1 Composite In (AV) Headphone out, Line out		

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5. Inspections and Tests

The inspections and tests shall be carried out by the officer/s nominated by the purchaser before payment made. Relevant diagrams, user manual, password, and drawing should be handed over to the purchaser before the inspection.

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 there from, 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 contract.

4. Interpretation

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

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

4.3 Amendment

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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 **Payment schedule** at section V.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause

- 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services 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 in accordance with the payment schedule at Section V
- 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 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright** 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of 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 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings

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- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (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 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

22.1 Adequate packing must be done in the best possible manner to withstand rough handling to transit. Packing must be suitable for export and storage tropics. The bidder will be held responsible for each item being so packed so as to ensure against loss or damage in transit to the site.

23. Insurance

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

24. Transportation

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

25. Inspections and tests

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

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at

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

- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 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. Not applicable.

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 Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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

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

31. Force Majeure

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

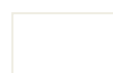
Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1	The Purchaser is: Department of Government Information
CC 1.1	Final Destination is: Department of Government Information
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Chief Accountant</p> <p>Address: Department of Government Information Kirulapone Avenue Colombo-05 Sri Lanka.</p> <p>Telephone: + 94 718859889, + 94 112514759</p> <p>Facsimile number: +94 112514286</p> <p>Electronic mail address: ca@dgi.gov.lk</p>
CC 12.1	Details of Implementation schedule indicating major milestones to be furnished by the Supplier.
CC 15.1	<p>On Acceptance – 90% of Value of the good be released at 30 days after date of acceptance of the good, upon submission of claim supported by the certificate issued by the Director General of Government Information that the goods have been accepted.</p> <p>After Three Months– The balance of 10% of value of goods shall be released at three months from date of commissioning, up on submission of claim supported by the certificate issued by the Director General of Government Information that the system is successful commissioned.</p> <p>Installation & Training Charges 60% of total cost will be paid upon submission of claim supported by the certificate issued by the Director General of Government Information that the system is successful commissioned.</p> <p>The balance 40% of total shall be released at three months from date of commissioning, up on submission of claim supported by the certificate issued by the Director General of Government Information that the system is successful commissioned.</p> <p>Annual maintenances contract At the time interred into the contract agreement.</p> <p>Other Cost After 30 days up on submission of claim supported by the certificate issued by the Director General of Government Information that the services are successfully provided.</p>

Supply install Commissioning testing & training of audio workstation system
Government Information Department
Bidding Document

CC 17.1	The successful bidder should submit performance security of 10% of the contract price. Contract side to cover the warranty period.
CC 25.1	The inspection and tests shall be carried out by the purchaser. The supplier should facilitate and guide for the related task.
CC 25.2	The inspection and tests shall be conducted at premises of the Purchaser at Colombo.
CC 26.1	The liquidated damage shall be: 0.2% of the initial contract price per week.
CC 26.1	The maximum time duration for liquidated damages shall be 4% of the initial contract price
CC 27.3	Warranty shall remain valid as mention in the specification



Section VIII. Contract Forms

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1. Contract Agreement

THIS CONTRACT AGREEMENT is made

The..... [*insert: number*] day of [*insert: month*] [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*],
a..... [*insert description of type of legal entity, for example, an agency of the Ministry of or corporation*] and having its principal place of business at..... [*insert address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser 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 Purchaser

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

[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: **Director General of Government Information,
Department of Government Information,
No 163, Kirulapona Avenue,
Colombo 05,**

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

This guarantee shall expire, no later than the day of, 20.. [insert date, 28 days beyond the scheduled 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)]

Invitation for Bids (IFB)

DEPARTMENT OF GOVERNMENT INFORMATION

Supply install testing Commissioning & training of audio workstation system

BID NO: DGI/PRO/01/09/2021

The Chairman Department Procurement committee on behalf of the Department of Government Information now invites sealed bids from eligible and qualified bidders **Supply install testing Commissioning & training of audio workstation system**

1. Bidding will be conducted through National Competitive Bidding Procedure
2. A Complete set of Bidding Document in English language may be purchased by interested bidders on the submission of a written application to the Chief Accountant, Department of Government Information and upon payment of a non-refundable fee Rs 6,500/= in cash during normal working days between 9.00 a.m to 3.00 pm till 30/09/2021
3. Interested eligible bidders may obtain further information from Chief Accountant, Department of Government information; and inspect the Bidding Documents at the finance division from 9.00 a.m. to 3.00 p.m or visiting the web site www.news.lk . Any modification regarding this procurement (if any) will be published in www.news.lk
4. Qualifications requirements and other additional details are provided in the Bidding Documents.
5. Sealed bid shall be delivered in duplicate to the address given below either by registered post or deposited in the Bid Box kept at the finance division Department of Government Information,163, Kirulapone Avenue, Colombo 05 before the closing time of 1.30 pm on 1st October 2021
7. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the Mini Auditorium Department of Government Information at **1.30 pm On 01.10.2021**. All bids must be accompanied by a Bid-Security of Rs: 200,000/=

Chairman
Procurement Committee
Department of Government Information
163, Kirulapone Avenue,
Colombo 05.
Sri Lanka.

Telephone: +94 718859889, +94112514759

Facsimile number: +94 112514286

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