



## **BID DOCUMENT**

### **Manage Engine Solutions Annual Maintenance Contract of CLTMC**

**Procurement No: CLT/PRO/S/AMC/RFQ/26/01**

**CHAIRMAN,  
PROCUREMENT COMMITTEE,  
COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PVT) LTD  
NO 320, D R WIJEWARDANE MAWATHA  
COLOMBO 10**

**Issued Date –.....**

**Issued To - .....**

# Request for Quotation

## Manage Engine Solutions Annual Maintenance Contract of CLTMC

Contract No. CLT/PRO/S/AMC/RFQ/26/01

Dear Sir/Madam,

**The Chairman- Procurement Committee, on behalf of the Colombo Lotus Tower Management Company (Pvt.) Ltd now invites sealed bids from eligible and qualified bidders for the Manage Engine Solutions Annual Maintenance Contract of CLTMC (CLT/PRO/S/AMC/RFQ/26/01)**

1. Bidding will be conducted through **Shopping Procedure**.
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements listed in the bidding document.
3. Interested bidders may obtain **further information** from the **Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10. (Tel: 074 3905564 / E-mail – [tender@colombolotustower.lk](mailto:tender@colombolotustower.lk)** and inspect the bidding documents at the **address given below from 9 a.m. to 3.00 p.m. during weekdays**.
4. Evaluation Criteria are provided in the Bidding Documents.
5. A complete set of **Bidding Documents** in the English language **may be purchased** by interested bidders on the submission of a request Letter to the **Procurement Manager's Office, Colombo Lotus Tower Management Company (Pvt.) Ltd, from 18<sup>th</sup> March 2026 until 06<sup>th</sup> April 2026 from 9.00 am to 3.00 pm** upon payment of a **non-refundable fee of Rs. 1,000.00** to the Finance Department, Colombo Lotus Tower Management Company (Pvt.) Ltd.
6. **Bids shall be delivered with duplicates** to the address below at the **Chairman – Procurement Committee, Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10 on or before 07<sup>th</sup> April 2026 at 02.00 pm. Late bids will be rejected.** Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
7. **Bids shall be valid up to 23<sup>rd</sup> June 2026.**
8. All bids shall be accompanied by a **“Bid-Security, of Rs. 20,000.00** Bid Security shall be **valid up to 21<sup>st</sup> July 2026** and shall be an unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
9. **Pre-bid meeting** not applicable for this procurement.

**PROCUREMENT MANAGER  
COLOMBO LOTUS TOWER MANAGEMENT CO. (PVT) LTD.**

## SECTION I

### Instructions to Bidders

#### A. General

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding Procedure (Competitive Bidding) Contract is provided in the BDS.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
- 2. Source of Funds**
  - 2.1 Payments under this contract will be financed by the source specified in the BDS.
- 3. Corrupt or Fraudulent Practices**
  - 3.1 The attention of the bidders is drawn to the followings:
    - a) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
    - b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/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 Employer requires the bidders, suppliers, service providers, 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 Employer to establish bid prices at artificial, non-competitive 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 Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer 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 Services 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 Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or

4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.

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

#### **5. Qualification of the Bidder**

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken as stated in the BDS, only bids from pre-qualified bidders shall be considered for award of Contract, in which

case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) total monetary value of Services performed for each of the last three years;
- c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- d) list of major items of equipment proposed to carry out the Contract;
- e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- h) authority to the Employer to seek references from the Bidder's bankers; and
- i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- j) Proposals for subcontracting components of the Services

amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified in the BDS;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last Three (03) years as specified in the BDS;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
- (d) a Project Manager with Five (05) years' experience in

Services of an equivalent nature and volume, including no less than Three (03) years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

5.6 A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

5.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

**6. One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

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

**8. Site Visit**

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

**B. Bidding Documents**

**9. Content of Bidding Documents**

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I Instructions to Bidders

Section II Bidding Data Sheet

Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	Description of Services
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the BDS.

**10. Clarification of Bidding Documents**

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**11. Amendment of Bidding Documents**

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

## C. Preparation of Bids

### 12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### 13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

#### **14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. However, VAT shall not be included in the price but shall be indicated separately.
- 14.4 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
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

#### **15. Currencies of Bid and Payment**

- 15.1 The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

#### **16. Bid Validity**

- 16.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer 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 17, 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.

## 17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in Sri Lankan 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 any commercial bank licensed by the Central Bank of Sri Lanka.
  - (c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 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 35.
- 17.5 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 16.2; or
  - (b) if the successful Bidder fails to:
    - (i) Sign the Contract in accordance with ITB Clause 34;
    - (ii) Furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV 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 Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**18. Alternative Proposals by Bidders**

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

**19. Format and Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the

Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

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

#### **D. Submission of Bids**

#### **20. Sealing and Marking of Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “Original” and “Copies”.
- 20.2 The inner and outer envelopes shall
- (a) be the name and addressed to the Employer at the name and address **provided in the BDS**;
  - (b) **bear the name and identification number of the Contract as defined in the BDS** and Special Conditions of Contract; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **21. Deadline for Submission of Bids**

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **22. Late Bids**

- 22.1 The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the

Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

**E. Bid Opening and Evaluation**

**24. Bid Opening**

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered

for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be Confidential**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific short-comings. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria

**Determination of Responsiveness**

defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

29.1 Sri Lankan Rupees (LKR).

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with

ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders**

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

**F. Award of Contract**

**32. Award Criteria**

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

Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the

provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s Right to Accept any Bid and to Reject any or all Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of Award and Signing of Agreement**

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

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

34.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

**35. Performance Security**

35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 17.4. Refer BDS.

35.2 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 Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

**37. Adjudicator**

37.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

DO NOT COPY

## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is Colombo Lotus Tower Management Company (Pvt) Ltd, . The name and identification number of the Contract is;</p> <p><b>Manage Engine Solutions Annual Maintenance Contract of CLTMC</b></p> <p>Procurement No: <b>CLT/PRO/S/AMC/RFQ/26/01</b></p> <p>Bidders are required to bid for the total requirement of services as given in description of services in the Bidding Documents. Bids for partial requirements shall be treated as non-responsive and shall be rejected.</p>
<b>1.2</b>	<p>The services shall be completed within 14 Days from the Starting Date for the Commencement of Service.</p>
<b>2.1</b>	<p>The source of funding for this project is: Government of Sri Lanka (GOSL)</p>
<b>5.2</b>	<p>Prequalification has not been undertaken.</p>
<b>5.5(a)</b>	<p>The minimum required average annual volume of Services for the successful Bidder in any of the last Five years shall be LKR 10 million.</p>
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	<p>The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.</p>
<b>10.1</b>	<p><b>Pre-Bid meeting is not required.</b></p>

<b>C. Preparation of Bids</b>	
<b>12.1</b>	Language of the bid: English
<b>14.4</b>	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
<b>16.1</b>	The period of Bid validity shall be valid until <b>23<sup>rd</sup> June 2026</b> after the deadline for Bid submission specified in the BDS.
<b>17.1</b>	The Bidder shall provide: Bid Security shall be an unconditional on-demand Bank Guarantee issued by a commercial Bank operating in Sri Lanka (as per the format given in the Bidding Document) Bid Security shall be issued in favour of; <b>Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10</b>
<b>17.2</b>	The amount of Bid Security shall be Sri Lankan Rupees <b>Twenty Thousand (LKR 20,000.00)</b>
<b>17.2 (a)</b>	Bid Security shall be in the form of a Bank Guarantee (as per the format given in the Bidding Documents).
<b>17.2 (f)</b>	Bid securities shall be valid for 28 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till <b>21<sup>st</sup> July 2026</b> .
<b>18.1</b>	Alternative bids are not permitted.
<b>D. Submission of Bids</b>	
<b>20.2 (a) (b)</b>	The Employer's address for the purpose of Bid submission is <b>Chairman- Procurement Committee, Procurement Division Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10</b>
<b>20.2 (c)</b>	Name and identification number: <b>Name of Contract: "Manage Engine Solutions Annual Maintenance Contract of CLTMC" Contract No: CLT/PRO/S/AMC/RFQ/26/01</b>
<b>21.1</b>	The deadline for submission of bids shall be:  <b>Time: at or before 02.00 PM Date: 07<sup>th</sup> April 2026</b>  <i>"In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day"</i>

<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	<p>Bids will be opened immediately after the deadline for submission of bids at the following address:</p> <p><b>Procurement Division</b>  <b>Colombo Lotus Tower Management Company (Pvt) Ltd, 320, D.R. Wijewardena Mawatha, Colombo 10</b></p>
<b>F. Award of Contract</b>	
<b>32.0</b>	<p>At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Related Services originally specified in Annex A – (Description of Services) by 15% without any change in the unit prices /contract value or other terms and conditions of the bid and the Bidding Documents.</p>
<b>35.0</b>	<p><b>Performance Security is Not Applicable</b></p>

## **Section III. Bidding Forms**

1. Service Provider's Bid
2. Qualification Information
3. Letter of Acceptance
4. Form of Contract
5. Bid Security (Bank Guarantee)
6. Advance Guarantee

DO NOT COPY

## Service Provider's Bid

.....[date]

To: **Chief Executive Officer**  
**Colombo Lotus Tower Management Company (Pvt) Ltd,**  
**320, D.R. Wijewardena Mawatha,**  
**Colombo 10**

Having examined the bidding documents including addendum, we offer to execute the **Manage Engine Solutions Annual Maintenance Contract of CLTMC** in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of ...LKR.....  
*[amount in numbers]*, ..... *[amount in words]*  
*[name of currency]*.

The Contract shall be paid in Sri Lankan Rupees (LKR)

#	Description	Total Price Excluding VAT (Sri Lankan Rupees)	If Applicable VAT (Sri Lankan Rupees)
1	<b>Manage Engine Solutions Annual Maintenance Contract of CLTMC</b>		
	<b>TOTAL</b>		

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

### COMPANY PROFILE

1. Name of Bidder :

2. Address :

3. Telephone No(s) :

Email :

4. Details of Registration of the Company:

(A certified copy of Business should be attached with Bid. The Bidder should be a firm registered with the Provincial Council / Divisional Secretariat/Registrar of the Companies.)

5. Year of Commencement of Business:

6. Business Registration Number:

7. Details of Similar services Carried out in Sri Lanka within the **last Three years**.

(The Bidder should have satisfactorily carried out similar services during the past Three years in Sri Lanka and should still be engaged in similar services. Documentary proof (Letter of award & Completion certificate) should be provided to confirm such services.)

### CUSTOMER NAME CONTRACT DESCRIPTION

CUSTOMER NAME	DESCRIPTION OF SERVICE	CONTACT DETAILS OF CLIENT

8. Name Designation and qualifications of Qualified Person: *(Certificate Copies should be attached with Bid)*

i) .....

ii).....

iii).....

iv).....

v).....

8. Financial Status of the Company **PERIOD**

<b>PERIOD</b>	<b>TURNOVER</b>	<b>PROFIT AFTER TAX</b>
2022/2023		
2023/2024		
2024/2025		

(Certified copies of Audited Statement of Accounts should be Attached with bid)

9. VAT Registration No:

10. Brief description of main business activities:

11. Brief Note on the Technical Competency of the Bidder to provide the services requested:

Authorized Signature: Date: .....

Name.....

Company Seal.....

## Letter of Acceptance

*[Letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## **Contract Agreement**

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10.** (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required skills, personnel and resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid and Qualification Information
- (d) The Employer’s Requirements

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) The employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Colombo Lotus Tower Management Company (Pvt) Ltd., 320, D R Wijewardena Mawatha, Colombo 10.**

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

*[Authorized Representative]*

## **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]*

**Beneficiary: Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd,  
320, D.R. Wijewardena Mawatha, Colombo 10**

**Date:** \_\_\_\_\_

**BID SECURITY (BANK GUARANTEE) No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by \_\_\_\_\_ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.....

\_\_\_\_\_

*[signature(s)]*

**Format of Non-Collusion Affidavit**

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows.

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

.....  
Signature of the Declarant

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on this .... day of ... at ...  
BEFORE ME,

.....  
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

## Guarantee for Advance Payment

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

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

*[Issuing agency's letterhead]*

IFB No. and title: *[insert number and title of bidding process]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]* This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>2</sup>]*. \_\_\_\_\_

*[signature(s) of authorized representative(s) of the issuing agency]*

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<sup>1</sup> The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>2</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

**Section IV. Eligible Countries**

**Not Applicable**

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## **Section V. Activity Schedule**

The Service Provider shall establish and provide services as described in the Appendix A – Terms of References. This gives detailed information about the background, specifications, workflow, activities, and service level requirements etc.

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## SECTION: VI

### Terms of Reference

#### 1. Introduction

Colombo Lotus Tower Management Company (CLTMC) invites qualified, experienced, and eligible vendors to submit proposals for an Annual Maintenance Contract (AMC) for ManageEngine Solutions. The objective of this engagement is to ensure continuous availability, reliability, optimal performance, and proactive management of the ManageEngine environment through professional maintenance and support services.

#### 2. Objective

**The objective of this RFP is to appoint a competent and reliable service provider to:**

- Ensure uninterrupted and stable operation of the ManageEngine Solutions platform
- Provide timely preventive, corrective, and proactive maintenance services
- Maintain effective system monitoring, alerting, incident handling, and operator-level functionality
- Improve system efficiency, reliability, and long-term sustainability

#### 3. Scope of Work

The selected vendor shall provide the following services under the AMC:

Initial System Assessment:

Conduct a comprehensive evaluation of the existing ManageEngine Solutions deployment prior to commencement of the AMC, including system architecture, configurations, performance, and operational readiness.

##### 3.1 Preventive Maintenance

- Scheduled inspections and system health checks
- Verification of ManageEngine modules, services, and performance
- Configuration review, fine-tuning, and optimization where applicable
- Threshold tuning and alert noise reduction
- Evaluate full project before project

##### 3.2 Corrective Maintenance

- Troubleshooting and resolution of system faults and incidents
- Support for software, application, configuration, and performance-related issues
- Restoration of services in the event of partial or complete system failure
- Root cause identification and corrective action implementation

##### 3.3 Support Services

- 24×7 technical support, including weekends and public holidays

- Remote and on-site support as required
- Incident logging, tracking, escalation, and closure
- Coordination with OEM support when necessary

### **3.4 Software & System Support**

- Software updates, patches, hotfixes, and version upgrades
- Upgrade planning, execution, and rollback strategy
- Configuration changes related to workflows, users, roles, and system policies
- Configuration backup and recovery support

### **3.5 Reporting & Documentation**

- Periodic preventive maintenance and system health reports
- Incident reports, RCA reports, and resolution summaries
- Quarterly performance and improvement reports

### **3.6 Training & Advisory Services**

- Operator and administrator training sessions
- Certification-oriented training for six (06) nominated staff members
- Technical advisory and best-practice guidance
- Continuous system usage and optimization consultation

## **4. Service Level Agreement (SLA)**

The bidder shall submit a detailed Service Level Agreement (SLA) covering:

- Incident severity classification
- Response and resolution timelines
- Escalation procedures and contact matrix
- Penalties for SLA breaches

Failure to comply with SLA commitments may result in penalties, contract termination, or non-renewal at the discretion of CLTMC.

## **5. Contract Period**

- Duration: Twelve (12) months from the effective start date

## **6. Vendor Eligibility, Experience, Qualifications & Mandatory Requirements**

Only bidders who fully comply with all mandatory requirements will be considered. Non-compliance with any requirement or failure to submit mandatory documents will result in automatic disqualification.

### **6.1 Legal & Corporate Eligibility (Mandatory)**

- The bidder must be a legally registered company in Sri Lanka under the Companies Act
- Must have been in continuous operation for at least five (05) years as at the proposal submission date
- Bids from individuals, partnerships, joint ventures, or consortiums will not be accepted
- The bidder must not be blacklisted, suspended, or debarred by any government, semi-government, or statutory authority
- A signed declaration of non-blacklisting is mandatory

### **6.2 Mandatory Relevant Experience**

- Minimum five (05) years of experience providing AMC or managed support services for ManageEngine Solutions or equivalent enterprise monitoring platforms
- Successful completion or active handling of at least three (03) similar AMC contracts within the last five (05) years
- Experience must include:
  - Network monitoring
  - Server and application monitoring
  - Performance monitoring
  - Incident and alert management

### **6.3 Technical Capability & Human Resources (Mandatory)**

- A dedicated technical support team capable of providing 24×7 support
- Minimum two (02) qualified engineers assigned to the contract
- At least one (01) engineer must hold a valid ManageEngine certification or provide documented proof of equivalent professional experience
- Proven capability to deliver:
  - Preventive maintenance
  - Corrective maintenance
  - Remote and on-site support
  - Training and advisory services

#### **6.4 Service Level Agreement (SLA) Compliance**

- A detailed SLA must be submitted with the proposal
- SLA must clearly define:
  - Incident severity levels
  - Response times
  - Resolution timelines
  - Escalation procedures

#### **6.5 Mandatory Documents**

All the following documents must be submitted:

1. Certificate of Business Registration
2. Company Profile
3. Audited Financial Statements (last two years)
4. Experience Matrix with client references
5. Copies of similar AMC contracts & Details
6. CVs of proposed technical staff
7. Copies of relevant ManageEngine certifications
8. Proposed SLA document
9. Support structure and escalation matrix
10. Signed declaration of non-blacklisting and accuracy of information

Incomplete submissions will not be evaluated.

#### **6.6 Right of Verification & Rejection**

CLTMC reserves the right to verify all submitted information. Proposals containing false, misleading, or unverifiable information will be rejected without further consideration.

#### **6.7 ManageEngine-Specific Expertise (Mandatory)**

The bidder must demonstrate hands-on experience in live production environments covering one or more of the following modules:

- Network Monitoring & Performance Management
- Server & Application Monitoring
- Log Management & Alert Correlation
- User, Device, and Service Monitoring

Additionally, the bidder must demonstrate expertise in:

- ManageEngine architecture and deployment
- System health optimization
- Alert tuning and noise reduction
- Root cause analysis using dashboards and reports

### **6.8 Certified Partnership & OEM Support Advantage**

- Authorized ManageEngine Partners / Resellers / Certified Service Providers will receive priority during technical evaluation
- The bidder must clearly state:
  - Current ManageEngine partnership status
  - Access to OEM escalation and technical support channels

### **6.9 Advanced AMC Capabilities**

The bidder must demonstrate capability in:

- Proactive health monitoring system
- Capacity planning and performance tuning
- Configuration backup and recovery
- Version upgrade planning with rollback strategy
- Security hardening recommendations
- Detailed RCA reports for major incidents

### **6.10 Knowledge Transfer & Continuous Improvement**

- Structured knowledge transfer during the AMC period
- Periodic refresher training sessions
- Best-practice configuration guidance
- Continuous optimization recommendations based on usage trends

### **6.11 Performance Review & AMC Renewal**

- Quarterly performance reviews based on:
  - SLA compliance
  - Incident resolution quality
  - Proactiveness and system stability improvements
- Satisfactory performance may be considered for AMC renewal, subject to procurement policies

## **7. Evaluation Criteria**

Proposals will be evaluated based on:

- Technical competence and relevant experience
- Compliance with scope of work and SLA requirements
- Support capability and response readiness
- Commercial terms and overall value

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**SECTION: VII**

**Technical Specifications**

<b>1. Technical Specification for Network and Bandwidth Monitoring Solution</b>			
<b>S.N.</b>	<b>Specification</b>	<b>Solution Support (Yes/No)</b>	<b>Remarks</b>
G	General		
1	Must provide periodic online training, certification courses for products with regular product updates via Newsletters.		
2	Must have a thriving user community with seminars and user conferences held worldwide.		
3	Should come with an in-built Database.		
4	Should come with an in-built Web Server.		
5	Must provide optional onsite visit and onboarding assistance with product training.		
6	Must have mail support and 24*5 phone support.		
7	Should provide in-built/custom dashboards and in-depth reporting capabilities.		
8	Must have on-the-go monitoring with android/iOS mobile apps.		
9	Must be an established and successful vendor (15+ years in the market) with multiple Gartner Magic Quadrant positions for various IT tools.		
10	Must support monitoring in both Windows and Linux operating systems (OS).		
A	Architecture		
1	Must support both agent based (in case required for specific instances) and agent less monitoring with a probe-central architecture for distributed/ multi-site monitoring.		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
2	Out-of-box deployment without customer specific developments		
3	The proposed monitoring solution should be able to accommodate network growth of up to 10000 Devices		
4	Should be integrated solution for monitoring Devices, Bandwidth utilization, Firewall logs, Configuration management, IPAM(IP Address Management) and SPAM Switch Port Management		
5	Should allow integration with third-party applications at user-interface layer through APIs		
B	Core Features		
1	The proposed monitoring solution should be able to monitor: including but not limited to (a) Routers (b) Switches (c) Firewalls (d) Wireless devices (e) Servers (f) Other SNMP-enabled devices		
2	Should be able to monitor network traffic by capturing flow data from network devices, including Cisco NetFlow v5 or v9, Juniper JFlow, IPFIX, sFlow, NetStream data, sampled NetFlow data and Cisco ASA NetFlow		
3	The proposed management solution should be able to backup configuration automatically (for both text based and binary configuration files) on routers, switches, firewall, access points and other network devices		
4	Should be able to make bulk configuration changes. For example, change community strings, update ACLs etc. across multiple devices		
5	Should monitor hardware health for popular vendors like Cisco, DELL, F5, Juniper, HP etc. and should allow alerting and reporting on hardware health monitoring		

**1. Technical Specification for Network and Bandwidth Monitoring Solution**

S.N.	Specification	Solution Support (Yes/No)	Remarks
6	Must offer machine learning (ML) based CPU, memory and disk utilization with storage forecasting.		
7	Must provide role-based user management with unique access credentials for administrators and technicians.		
8	Licensing must be device-based for the standalone product, with no additional charges for the number of interfaces or metrics that are monitored.		
9	Must contextually integrate with other OEM tools for seamless traffic, configuration, firewall, IPAM, SPM, ITSM, application and alert management for holistic visibility into business IT.		
10	Must provide comprehensive network (LAN, WAN and multi-site/distributed networks), physical and virtual servers, applications, printers, storage and UPS monitoring in a single UI.		
11	Must provide Layer 2/ Layer 3 mapping of network devices with the Netflow/ SNMP data displayed in the links.		
12	Must provide CCTV/NOC views to display real-time performance metrics on dashboards on a large screen.		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
D	Dashboard And Reporting Capabilities		
1	The proposed monitoring solution should provide current and historical out-of-the-box reports for various statistics monitored		
2	Should be able to generate / create the current and historical report via the web console		
3	Should allow advanced customization by providing options to enter custom queries to extract data from database directly		
4	Should have options to export reports in multiple format such as PDF, HTML,CSV		
5	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
6	Should Support Creation of Customized dashboards and reports as per requirement		
7	Integration with other IT analytics Solution for detailed analytics		
E	Network Discovery		
1	The proposed monitoring solution should be able to discover devices in the network with SNMP and ICMP capabilities automatically, on input of, (a) IP address ranges (b) Subnets (c) individual IP addresses		
2	Should not add devices with multiple IP addresses as duplicate nodes but should list all known IP addresses for the node		
3	Should allow interface filtering on discovery results to exclude virtual interfaces and access ports and select interfaces based on pattern matching		
4	Should support discovery by file import		
5	Should have option to automate and schedule discovery process		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
6	The proposed monitoring solution should be hardware OEM agnostic		
7	The discovered devices should be detected as that of a specific vendor and categorized automatically		
8	Must provide automatic discovery with rule based/ automatic classification of devices.		
<b>F Detail Monitoring Capabilities</b>			
	Below Mentioned Features are mandatory requirement for the proposed solution. Proposed solution must have these features out-of-box without any customer specific development.		
<b>1 Device Monitoring</b>			
a	Device status and Availability		
b	CPU Load Data		
c	Device Disk Space Data		
d	Memory Utilization		
<b>2 Device Hardware Monitoring</b>			
a	Device Fan Monitoring		
b	Device Temperature Monitoring		
c	Power Supply Monitoring		
<b>3 Link Monitoring</b>			
a	Link Availability Monitoring		
b	Average Response Time Data for each link		
c	Bandwidth Utilization Monitoring		
d	Network Latency Data		
e	Network Topology		
f	Packet Loss Data		
g	Network Discard Data, Error Rate		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
4 Logs			
a	Historical Logs		
b	Interface Error Data		
c	Syslog Messages		
5 Bandwidth Monitoring			
a	Network flow analysis		
b	Netflow collector		
c	Sflow collector		
d	Jflow collector		
e	Real time monitoring		
6 Link Monitoring Reports			
a	Performance Data Analysis		
b	Performance Data Collection		
c	Performance Report Generation		
d	Traffic Analysis		
e	Utilization and Error Rates		
f	Capacity Planning		
7 Bandwidth Monitoring Reports			
a	API for data extraction		
b	Single click instant reports		
c	Usage history based on hours minutes days		
d	Top talkers report		
e	Top Listeners report		

### 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
f	Top users report		
g	Top hosts report		
h	Protocol/Application level reports		
i	Interface level reports		
j	Customised reports		
k	Customised email alerts		
l	Application Mapping		
m	Device Grouping		
8	Website Monitoring Reports		
a	Availability report		
b	Busy hours report		
c	Health trend report		
d	Performance report		
e	Top N report		
f	SLA compliance report		
g	Downtime Reports		
h	Utilization and Anomaly Reports		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
A	Architecture		
1	Should support agentless deployment		
2	Out-of-box deployment without customer specific development providing all features mentioned in RFP		
3	Should have options for ensuring high availability of application with/without use of failover products		
4	Should support multiple deployment options like Centralized deployment and Distributed deployment with centralized operations console view, alert acknowledgement and reporting interface		
5	should be able to accommodate growth through addition of new instances		
6	Should allow information from multiple instances of application to be consolidated into a single view		
7	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
8	Should allow integration with third-party applications at user-interface layer through APIs		
B	Alerting Capabilities		
1	should be able to manage and display events/alerts in the web console/Dashboard		
2	It should allow the creation of new alerts from scratch and also customizable threshold limits		
3	Should Support Assignment of Alerts to System Administrators for processing and completion		
4	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5	The alerts and events should be stored into the database		
6	Should Support Alert Escalation through defined Escalation Metrics		

## 1. Technical Specification for Network and Bandwidth Monitoring Solution

S.N.	Specification	Solution Support (Yes/No)	Remarks
7	Should Generate Green Alerts after successful alert processing		
8	Should Support Recording of solution/Actions during Alert Completion		
9	Should support variables in alert email messages to make message self-explanatory		
10	Should be able to define relationships between servers and applications to avoid false-positive email alerts in case of outage		
C	Dashboard And Reporting Capabilities		
1	The proposed monitoring solution should provide the current and historical out-of-the-box reports for various statistics monitored		
2	Should be able to generate / create the current and historical report via the web console		
3	Should allow advanced customization by providing options to enter custom queries to extract data from database directly		
4	Should have options to export reports in multiple format such as PDF, HTML, CSV		
5	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
6	Should Support Creation of Customized dashboards as per requirement		
7	Integration with other IT analytics Solution for detailed analytics		
D	Monitoring Capabilities		
E	Detail Monitoring Capabilities		
	Below Mentioned Features are mandatory requirement for the proposed solution. Proposed solution must have these features out-of-box without any customer specific development		
1	Physical Server Monitoring		
a	Server Status and Availability		
b	CPU Utilization		
c	Memory Utilization		
d	Process Monitoring		

**1. Technical Specification for Network and Bandwidth Monitoring Solution**

S.N.	Specification	Solution Support (Yes/No)	Remarks
e	File System Monitoring		
f	Disk Utilization		
2	VMware and ESXi Host Monitoring		
a	Server Status and Availability		
b	CPU Utilization		
c	Memory Utilization		
d	Monitoring of Virtual Hosts		
e	Disk Utilization		
f	Network Utilization		
g	Hardware Monitoring		
h	Performance Dashboard		
i	VM Replication Monitoring		
3	Linux server Monitoring		
a	Server Status and Availability		
b	CPU Utilization		
c	Memory Utilization		
d	Process Monitoring		
e	File System Monitoring		
f	Disk Utilization		
g	Network Interface Monitoring		
4	Windows server Monitoring		
a	Server Status and Availability		
b	CPU Utilization		
c	Memory Utilization		
d	Process Monitoring		

**1. Technical Specification for Network and Bandwidth Monitoring Solution**

S.N.	Specification	Solution Support (Yes/No)	Remarks
e	File System Monitoring		
f	Disk Utilization		
g	Network Interface Monitoring		
h	Event Log Monitoring		
G	General		
1	Must contain at least 15+ tool sets such as proxy, SNMP ping, network scanner, DNS resolver, DHCP scope monitor, MIB node/module viewer, etc., for ease of IPAM.		
2	Must provide comprehensive rogue device detection features.		

Signature of Authorized Person

.....  
Name of Authorized Person

.....  
Company Name

.....  
Company Seal

.....

## Helpdesk Capability Compliance Matrix

Capabilities	(Y/N)
<b>Incident and service request management</b>	
The tool should be able to create tickets from multiple sources including emails, web forms, chat messages or phone calls	
The tool should allow the service desk team to collect all relevant information from requesters with custom incident template	
The tool should allow technicians to create shared or separate catalogs for incidents and service requests	
The tool should allow service desk admins to provide role-based access to technicians and end users	
The tool should allow service desk admins to restrict end user access to request templates based on site, category, and user groups.	
The tool should allow technicians to link, merge or clone incidents	
The tool should allow service desk admins to create custom categories, subcategories and items	
The tool should automatically assign categories to tickets based on the ticket parameters	
The tool should automatically assign tickets to technicians based on algorithms like round-robin and load balancing or based on ticket parameters like category, priority, impact and more	
The tool should allow service desk admins to view the list of all available technicians	
The tool should allow service desk admins to monitor technician availability, and setup backup technicians for unavailable technicians	
The tool should allow service desk admins and technicians to send a broadcast message to all logged-in technicians	
The tool should be able to automatically determine the priority of a request based on the impact and urgency	
The team should allow service desk admins to preconfigure incident lifecycles to handle various incidents	
The tool should automatically assign SLAs based on ticket parameters	
The tool should allow technicians to handle requests from VIP users with high priority	
The tool should help technicians search the knowledge base for a solution from within a request and copy the resolution into it	
The tool should allow technicians to collaborate with other technicians and groups by sharing the incident	
The tool should allow technicians to get real-time updates from other technicians working on the same ticket	
The tool should enable service desk admins to mandate fields and mark tasks that to be completed for incident closure	
The tool should allow technicians to create worklogs and record the cost, effort and time taken to resolve the incident	

The tool must be able to sent out user surveys when the incident is closed	
The proposed solution should have the ability to Create shared or separate catalogs for incidents and service requests for clear visibility of the IT services provided by the ServiceDesk	
The proposed solution should have the ability to show the technician’s availability in separate view for better resource management. Technicians should have ability to Mark their unavailability & set up backup technician to avoid Resolutions getting delayed	
<b>Asset Management</b>	
The ITSM solution must support automated discovery and management of hardware and software assets across the network.	
The solution should discover virtual assets, including virtual machines and cloud-based resources.	
The system must enable discovery of IP devices and complete scanning for Windows, Linux, and Mac machines.	
Discovery of network devices using SNMP V1, V2, V3 protocols should be supported.	
The system should support agentless or agent-based scanning of Windows and non-Windows devices.	
The system should support distributed asset scanning.	
Only IP devices or discoverable devices should be considered for licensing, excluding non-IP or non-IT assets from asset license counts	
It should enable regular inventory updates and tracking of asset status throughout their lifecycle.	
The system must allow categorizing assets based on type, ownership, location, and other relevant criteria.	
The ITSM solution must support barcode and QRcode scanning and automatic discovery to streamline asset tracking and management.	
The solution should track the physical and financial status of assets from procurement to disposal.	
The solution should manage asset loan and replenishment to ensure optimal resource utilization.	
The ITSM solution must track and manage Non-IP assets and consumables for efficient resource allocation and replenishment.	
The system must support asset life cycle management to track assets from acquisition to disposal.	
It should allow managing and importing software licenses and associating them with assets for compliance tracking.	
The system must enable remote control capabilities for efficient troubleshooting and maintenance.	
It should provide custom notifications for asset events and statuses to keep stakeholders informed.	
It should offer widgets on the dashboard to provide real-time insights into asset status and utilization.	
It should ensure fine-grained access controls to secure sensitive asset information and operations.	

The solution should customize asset acknowledgments and notifications based on organizational needs.	
It should allow for the creation of GUI-based workflows with conditions and logic to manage the asset state and lifecycle.	
<b>User surveys</b>	
The tool should allow technicians to create separate surveys for incidents and service requests	
The tool should allow technicians to create surveys with multiple question types including rating, opinion scale, binary and radio	
The tool should allow technicians to configure user surveys in multiple language	
The tool should allow technicians to configure when and under what conditions a survey has to be triggered	
The tool should allow service desk admins to collate data from survey reports for analysis	
<b>IT and business requirements</b>	
OEM/ Bidder should provide minimum 10 Local references	
The system should accommodate Enterprise Solution management by onboarding other departments such as IT / Admin as separate instances where each instance can have its own configurations and licensing model but accessible through the same portal and work holistically deliver the services.	
The tool should integrate with Manage engine endpoint central to perform desktop and mobile device management activities from within the service desk console	
The tool should integrate with Opmanager plus to automatically convert network alerts into service desks tickets and automatically assign them to technicians and notify them	
The tool should integrate with application monitoring tools out-of-the-box	
The tool should allow event-driven API calls for easy third-party integrations	
The proposed solution should be aligned with ITIL framework principles and certified with ITIL4 with a minimum of 14 practices (at least 14 best practices. (Change Enablement, Deployment Management, Incident Management, IT Asset Management, Knowledge Management, Measurement and Reporting, Monitoring & Event Management, Problem Management, Release Management, Service Catalogue Management, Service Configuration Management, Service Financial Management, Service Level Management and Service Request Management)	

## Endpoint Management Capability Compliance Matrix

Capabilities	(Y/N)
<b>General Requirements</b>	
The solution should support patching for various operating systems ( Windows, Linux, MAC etc) for desktops, laptops & servers centrally using a single solution user Interface.	
The solution must support users connecting through VPN and internet-connected users.	
The solution shall operate without requiring computers to belong to a Domain or Active Directory. The solution shall be capable of integrating with one or more Active Directory structures if present.	
Patching for all remote locations needs to be managed centrally using a central management server.	
The solution should work over low-speed connections at remote sites.	
The solution should also help in bandwidth throttling without depending on OS capabilities.	
The solution should also maintain the asset inventory. Thus, all the asset information will be available centrally at Customer HQ locations.	
The solution should support remote imaging and deployment for windows Operating Systems	
The solution should also support software distribution for Windows, Mac, and Linux.	
The solution must be capable of proactively reporting changes to managed desktops within a few minutes of detecting change or upon executing any action deployed from the server.	
The solution must include agent software that is deployed on all managed desktops.	
If any information or payload (e.g. Patch Metadata or Patch binaries) is downloaded from the internet, then the integrity of all such content must be verified by the solution using checksums to ensure that the content downloaded has not been modified or corrupted. File checksums and file sizes must be compared to make sure that the file is downloaded intact and unchanged	
The solution must have fully documented APIs for integration into other complementing tools. The eligibility to use all such APIs must be included in the solution proposed.	
The solution should provide ready-to-use patch management policies so that patch administrators can readily start patching the supported OS platforms using policy-based patching & customization.	

Architecture Requirements	(Y/N)
The solution must support distributed environment including Hub and Spoke sites connected by variety network links varying from less than 1Mbps to 2Mbps or more.	
The solution must be capable of using existing client computers as distribution points at remote sites without the need for allocating dedicated servers.	
The solution must have a native in-built ability to throttle bandwidth, either statically or dynamically. The throttling capability must support up and downstream throttling for both the server and agents.	
The solution must support the ability to cache content on the remote office distribution point as required by the computers.	
The solution must be capable of downloading and caching payload at the remote distribution points before the scheduled time of an action. This will ensure timely completion of activities within the scheduled window without having to wait for downloads to complete during the scheduled window over slower WAN links.	
The solution must operate using a few configurable ports for all communications between Agents, Distribution Points, and Servers. etc.	
Does the solution ensure continuous compliance by assessing for devices outside the company network, while managing roaming devices using IP scope and agents?	
Can the agent remain idle until tasks are scheduled, while still regularly checking for instructions from the server?	
The Desktop Management software must support the following OS platforms with agent and functionality coverage: a. Windows, Linux, MAC.	
The solution must provide a remote agent deployment utility for installing agents remotely. The tool should be able to use Active Directory, NT Domains, or Local Administrator Authentication for deploying agents to remote computers.	
The bidder's agent deployment strategy should also consider the use of the following agent deployment methods:	
a. Active Directory Group Policies to deploy agents at domain login	
b. login scripts to deploy agents at domain login	
c. Email installation instructions to remote users for unreachable users.	
d. Use of existing 3rd party software distribution tools as available.	
e. Manually installing the agent where no other methods succeed. The multiple method approach is necessary for a complete desktop coverage as part of the implementation project	
The solution must support documented procedures for including the agent as part of a 'gold' OS image.	
The solution must provide easy-to-use in-place upgrade procedures for all components through the console.	
The solution should use a Single management UI for of all features/functions and components.	
The solution must have native support for a high level of encrypted communications without any dependency on additional software, hardware, third-party Certificates, or Certificate Authority.	

The solution must include failover capability to cater to scenarios such as hardware failure or site disaster.	
The solution should support the air-gap network.	
<b>Management of Agents</b>	
The solution should enable the management of all computers from a central console.	
The Administrator shall be able to perform the basic management tasks from the central console:	
a. Configure all agent settings centrally	
b. Create Dynamic computer groups	
c. Create Users with Role Based Access Control	
d. Assign agents to Distribution points	
e. Setup bandwidth Throttling	
f. Perform agents upgrade remotely without manual intervention in agent machines	
The solution should enable monitoring of the status of all agents from a central console.	
The User Interface for Administration i.e. Console should provide flexibility to allow users to customize the console to fit their individual requirements by adding, and removing column headers/functions based on the role of the user.	
The solution should enable console operators to instantly query and collect information results for a custom inventory query from the database.	
The solution should enable console operators to group computers statically by selecting computers and adding to the group or dynamically based on the result of inventory properties such as e.g. Active Directory groups, OS, IP address etc.	
Solution Agent should provide an end user Information interface that allows the user interacts with the agent for interactive actions	
The solution should enable administrators to prevent the end user from uninstalling the agent, using the central management console.	
Information stored in the solution's central database shall always be accurate and up-to-date based on scheduled time.	
If the agent fails to communicate to the server within a specified interval, the central console shall automatically mark the agents as offline.	
The solution should enable the assignment of agents to console users for management purposes.	
<b>Patch Detection</b>	
The solution should provide out-of-box patch assessment without the need to schedule and maintain the patch or inventory scan process.	
The agent should report the assessment automatically within minutes once the server has distributed the new patch metadata/signatures.	

The solution shall use all of the following methods to determine if a patch has been installed on the client:	
a. Inspecting the registry.	
b. Examining if the required files exist.	
c. Inspecting the version number of existing files on the agent. OR	
d. Any proprietary method (in addition to the patched OEM's specified method) to check the installation of the patch	
The solution should be able to determine patch dependencies prior to the deployment of patches to the desktop.	
The solution should be able to determine if a patch has already been installed on a desktop.	
The solution should be able to determine if a newer patch has been installed on the desktop and if so, the system shall treat the desktop as patched.	
<b>Patch Deployment</b>	
The solution must provide the ability to group computers manually and dynamically based on asset and software information.	
Descriptions and severity levels of the patches shall be available within the Solution. A hyperlink to the patch information on software vendors' websites shall be provided.	
All patches shall be tested based on standard practices before the patch information is made available and notifications shall be informed of any problems encountered during testing.	
The solution must allow the console operator to deploy patches to all computers or target specific computers to deploy the patches via a central console.	
The solution must allow the console operator to deploy patches without intervention from the users.	
The solution must allow the console operator to define different patch deployment policies & create custom policies.	
The solution must be able to provide real-time (within minutes) patch deployment status monitoring.	
The solution must allow console operators to deploy multiple patches at one time without the need to restart the computers.	
The solution must allow console operators to spread the patch deployment over a pre-defined period of time to reduce the overall impact on network bandwidth.	
Allow console operators to customize the message displayed in a pop-up message box to all users before the installation of any patch.	
Allow admin users to postpone the deployment of a patch for a period of time determined by the console operator.	
Allow admin users to postpone the restarting of their computers for a period of time determined by the console operator	
Able to re-deploy the patch on a computer automatically if the initial deployment is not successful or uninstalled by the user.	
The solution should support patching for a range of standard desktop applications from various vendors e.g. Microsoft, Google, Mozilla, Real Networks, Apple, Sun, Oracle, etc.	

Able to cache the patches in the various Distribution points.	
Able to install all previously deployed patches automatically to computers that are subsequently added to the network.	
Able to delete the patch installation files from the computers' hard disk automatically once the patch has been successfully applied.	
The administrator must be able to target the particular patch on all the machines with any specific properties.	
The system must be intelligent to check the relevance of the computer before deploying a patch after downloading on the endpoint.	
Solution shall support Out of window deployment for patching	
Solution shall identify the EOL of Windows OS machines among the managed devices.	
Solution shall provide option to shutdown databases and/or specific services.	
<b>Patch Rollback</b>	
Solution shall identify computers needing a patch rollback and console operators monitor the process, and able to report if the rollback is successful.	
<b>Asset Inventory Requirements Asset Discovery</b>	
The solution should provide a method to install the agent where applicable.	
Provide a wizard for console operators to configure and schedule scans.	
The 'scan point' should only upload the differences from the last scan.	
<b>Hardware Inventory Management</b>	
Able to retrieve hardware asset information from the systems which have the agents installed without the need of scheduling an inventory scan.	
Inventory changes should be automatically processed at the agent and sent to the server without operator intervention.	
All hardware asset information shall be recorded in the management server and some of the basic information shall include but not limited to:	
· CPU speed and type	
· Hard disk space	
· Computer name	
· Computer model	
· IP address	
· Operating System	
· Attached peripherals	
Allow the console operator to create custom queries on hardware asset information retrieved by the agents.	
Able to dynamically group computers based on the hardware asset information.	

<b>Software Inventory Management</b>	<b>(Y/N)</b>
Able to list all software and applications, including version numbers, which are installed on the agent.	
Inventory changes are automatically processed at the agent and sent to the server without operator intervention.	
Able to list all software and applications installed for a group of computers, including the number of installations for each software and application.	
Able to list all services running on a particular agent.	
Allow console operators to edit the registry entries of selected computers via the central console.	
Allow console operators to create custom queries on software inventory information retrieved by the agents.	
Allow console operators to create custom actions to be performed on computers (e.g. Stopping a service)	
The Analysis should include the following information (but not limited to) with the ability to drill down for more detailed views:	
a. Publisher name	
b. Software title name	
c. Software title version	
d. Total computers Count	
Web UI should allow Role Based access to allow or restrict users' privileges by their role.	
Web UI should have the ability to view, filter, and sort upon user input to create custom reports.	
Ability to view all properties & raw data gathered from the agent during the inventory process.	
Ability to create groups based on inventory properties like (but not limited to):	
a. Subnet Address	
b. Operating System	
<b>Software Distribution Requirements</b>	
The solution supports the deployment of multiple packaging formats including but not limited to EXE, MSI.	
Allow console operators to distribute third-party or in-house software to targeted computers.	
The solution should provide a wizard-driven approach that allows console operators the ability to configure package information and target the applicability of the software distribution packages.	
Ability to add the software to portal that allows the end user to install any/all pre-defined software packages assigned to the device.	
The software distribution solution shall not require the installation of a separate agent on the system.	
Allow console operators to specify the deployment success criteria.	

Remote Control	(Y/N)
This module is expected to take complete desktop control of Windows desktops/servers from a central location.	
It shall support security-related features for taking the control of remote PCs, based on predefined policy and authorization.	
The solution should support 256-bit Advanced Encryption Standard (AES) encryption protocols during remote access operations.	
It shall provide flexibility with respect to the type and capability of the remote control session like:	
(a) Full control of the remote PC not only in client server mode but also over the Web	
(b) Monitor-only-mode.	
(c) It shall support locking of keyboard and mouse of the remote PC.	
(d) It shall support interactive chat facility and should log the chat session	
(e) It shall support file transfers	
The Remote Control should be a policy-based remote management solution to facilitate the use of a set of rules to manage IT resources. The Remote Control should also allow IT managers to set policies that are centrally defined, managed, and stored; and determine who will be allowed to access which targets in what manner.	
Roles should be used to restrict the level of operations an administrator can perform. The Remote Control should offer the least the following four roles:	
i) Control - Take control of the remote machine; execute commands and applications (active state)	
ii) Monitor - View the display of the remote workstation and monitor activities (monitor state)	
iii) Reboot - Reboot the remote workstation	
iv) File transfer - lets you transfer files and directories from endpoint to endpoint	
To further protect against abuse, end users should be prompted to relinquish control, and should be able to regain control of their system at any time. Encryption technology should be used to ensure that the controller could be launched only from the Enterprise Management environment. The enterprise-scale remote control solution must enable rapid connection to the right target with the help of an automatically updated searchable list of target system names, enabling the administrator to establish a remote control session by simply clicking the target.	
The Remote Control should also be able to create target lists/groups. Lists/groups restrict administrator access to a specific group of machines, increasing security and performance.	
Web Browser Interface - Solution should provide a web interface with below mentioned capabilities	
a. The Remote control module should provide an authorization-based Web Interface for Administrators to facilitate Remote control using a browser. It should support all the functions i.e. Remote Control, Chat, Files Transfer, etc. through the Web Browser Interface.	
b. It should provide enhanced central logging to track session information including controller ID, target host name, session policies, and auditable events such as user acceptance, file transfer operations, session mode changes, and chat transcripts.	
c. It should provide collaboration facilitates for improved problem resolution.	
d. It should provide Active Directory authentication and data synchronization.	
e. It should provide full data stream encryption for all communications and file transfers between controllers and targets.	
f. It should provide automatic session lock due to administrative inactivity.	

g. Help desk agents/persons taking the remote control should be able to give control of a problem to another agent or revoke control as necessary. This hand-over should be done without reopening the session, expediting problem resolution.	
h. It should allow multiple help desk agents to use built-in collaboration capabilities to resolve complex problems that require input from multiple sources, providing the user with a seamless problem-resolution experience.	
i. It should terminate the remote connections if they are idle for a specific duration.	
Does the solution support Wake on LAN functionality to power on devices remotely, even if they are powered off?	
Can administrators configure Wake on LAN across different subnets in the network?	
Solution shall Kill or stop currently running process in the device.	
Announcement shall be deployed to bulk number of users or computers simultaneously	
Can the Windows System Tools in Endpoint Central remotely manage processes, services, and software on endpoints without requiring user intervention?	
<b>Software Usage and License usage reporting</b>	
Ability to track installed applications on each agent, i.e. Applications that will run only if Installed on the computer	
Ability to create License contracts based upon Software Titles that includes	
a. License cost	
b. License count	
c. Purchase and expiration dates	
Ability to create License Compliance reports based on the details specified in License Contracts that were created.	
The product must be capable of generating software usage metering reports for Windows.	
The product must be capable of generating license compliance reports for Windows /Linux and Other Major OS platforms available in the market.	
The solution shall discover the computers' compliance status with security configurations and achieve 100% compliance.	
<b>Reporting Requirements</b>	
The solution shall include a web-based reporting module.	
Information reported shall not be more than 1 day old for devices that are active on the network.	
Access to reporting function shall be controlled based on rights assigned by the Master Administrator.	
The reporting module shall contain, but not be limited to, the following reports: Progress of all patches applied:	
i. Number of vulnerabilities detected by month	
i. Total number of computers managed and the distribution of these computers	

ii. Top 10 most common vulnerabilities detected	
iii. List of software installed on each agent	
Allows console operators to create and save reports from a list of built-in default reporting templates as well as the flexibility of creating & generating custom reports.	
Allow console operators to customize and save the reports without the use of third-party reporting tools.	
Able to generate reports on Hardware and Software inventory information.	
Allow console operators to generate customized reports on Hardware and Software inventory information.	
Able to generate reports on asset properties that are fetched by the agent.	
Allow console operators to create filters to include or exclude certain categories of information from the reports.	
Allow console operators to drill-down from the report to the specific computers.	
Allow console operators to schedule report generation.	
The Tool should be able to provide/maintain report data from the implementation date	
Solution shall have the ability to retrieve the required information from the database using the Query.	

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## **Section VII. General Conditions of Contract**

### **A. General Provisions**

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## 1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a. “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - b. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - c. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - d. “Day” means calendar day.
  - e. “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
  - f. “GCC” means the General Conditions of Contract.
  - g. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
  - h. “Employer” means the entity who employs the Service Provider
  - i. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
  - j. “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
  - k. “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
  - l. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- m. “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- n. “The Project Site,” where applicable, means the place named in the SCC.
- o “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- p. “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- q. “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- r. “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

**1.2 Applicable Law** The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and** The Service Provider shall permit the GOSL to inspect its accounts and

**Audit by the Bank** records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.

**1.8 Taxes and Duties** The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

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

**2.6 Termination**

**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other

benefit or to avoid an obligation;

- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

**2.6.2 By the Service Provider**

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the GOSL suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such

suspension within 7 days of having received the GOSL suspension notice.

- (b) If the Service Provider has not received sums due by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

**3. Obligations of the Service Provider**

**3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

**3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.2.2 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

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

**3.8.2 Correction for Overpayment**

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

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in Bank Guarantee.

## 4. Service Provider's Personnel

### 4.1 Description of Personnel

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

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

### 5.1 Assistance and Exemptions

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

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made.

### 5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price is payable in Sri Lankan Rupees.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Period allocated for Payments** Payments shall be made within the period specified in the SCC
- 6.6 Day works**
- 6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.6.3 Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a

decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC.**

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed in terms of section 8.2.1.

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## Section VIII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1</b>	The contract name is; <b>Manage Engine Solutions Annual Maintenance Contract of CLTMC</b> The contract number; <b>CLT/PRO/S/AMC/RFQ/26/01</b>
<b>1.1(h)</b>	The Employer is; Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd
<b>1.3</b>	The language is English
<b>1.4</b>	Notices shall be given to the Authorized Representative stated in SCC 1.6
<b>1.6</b>	The Authorized Representatives at the commencement of this contract are: For the Employer: IT Manager, CLTMC  The parties may amend the above on notifications in writing signed by the Chief Executive officer of the respective institution.
<b>2.1</b>	The date on which this Contract shall come into effect is The date of signing of the contract agreement.
<b>2.2.2</b>	The Starting Date for the commencement of Services is 7 days from the effective date.
<b>2.3</b>	The Intended Completion Date is 98 Days from the commencement date of the contract.
<b>3.5(d)</b>	No other actions
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: None
<b>3.8.1</b>	The liquidated damages rate is 0.5 percentage (0.5%) of the Contract price per week. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: Not Applicable
<b>6.2</b>	The amount in local currency is : Sri Lanka Rupees
<b>6.3.2</b>	The performance incentive paid to the Service Provider shall be: Not Applicable
<b>6.4</b>	Payments shall be made according to the following schedule:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><b>Payment Terms</b></p> <ol style="list-style-type: none"> <li>1. <b>Advance Payment (20%)</b> An initial advance payment equivalent to <b>20% of the total quoted price</b> shall be made <b>upon signing of the agreement</b> and submission of an <b>Advance Payment Guarantee</b> as per format in the Bid Document.</li> <li>2. <b>Payment Upon License Delivery (40%)</b></li> <li>3. <b>Quarterly Payment (Subject to Satisfactory Service Delivery 15%)</b></li> <li>4. <b>Upon Confirmation of the AMC Period (15%)</b></li> </ol> <p>Payments will be released only upon the successful completion of the said service and upon receipt of the invoice with the acceptance certificate of the same by the Review Committee of the project.</p>
6.5	Payment shall be made within twenty (20) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within thirty (30) days in the case of the final payment.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>Not applicable</p>
8.2.4	Arbitration shall be heard in Sri Lanka in accordance with the Arbitration Act of Sri Lanka.