Ministry of Industry and Entrepreneurship Development

Sri Lanka Export Development Board (EDB)

Procurement Name:	**Procurement of Service Provider for provision of Microsoft Office LTSC Classic Desktop Productivity Apps**
Procurement ID:	**EDB/PU/NCB/2026/10**
Procurement Method:	National Competitive Bidding

Procurement of IT Services

Sri Lanka Export Development Board

9th Floor, NDB–EDB Tower, No. 42, Nawam Mawatha, Colombo 02.

Tel. 0112300702

Website: www.srilankabusiness.com

November - 2026

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Invitation for Bids

Purchaser	**Sri Lanka Export Development Board (EDB)**
Procurement Name:	**Procurement of Service Provider for Provision of Microsoft Office LTSC Classic Desktop Productivity Apps**
Procurement ID:	**EDB/PU/NCB/2026/10**

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Chairman/ Chief Executive Officer, Sri Lanka Export Development Board (EDB), invites sealed bids from eligible and qualified bidders for Procurement of Service Provider(s) for Provision of Microsoft Office LTSC Classic Desktop Productivity Apps.

2. Bidding will be conducted through National Competitive Bidding Procedure (NCB) and is open to all eligible Bidders (Joint Ventures are not accepted) that meet the qualifications requirements specified in the Procurement Document.

3. Bidders must meet the minimum eligibility and qualification criteria mentioned in Section I – Instructions to Bidders, item 2.1 of the Bidding Document for the submission of bids. The Bidding Document can be downloaded from "Announcements" section of the EDB website at **www.srilankabusiness.com/announcements/.**

4. Interested eligible bidders may obtain further information from:

   Assistant Director – Procurement,
   Procurement Unit,
   Level 06,
   NDB–EDB Tower,
   No. 42, Nawam Mawatha,
   Colombo 02.
   Telephone: 011-2300702
   E-mail: disna@edb.gov.lk

5. The Bidder shall submit the Bid in **two (02) separately sealed envelopes** in accordance with Clause 8.1 of the Bidding Document.

6. The procurement name and the Procurement ID should be duly labeled at the top left-hand corner of the envelope.

7. A complete set of Bidding Documents in English can be purchased from Procurement Unit or downloaded from the EDB website **www.srilankabusiness.com/announcements/** by interested bidders upon payment of a non-refundable fee of **LKR 3,000** until **16th November, 2026**. The method of payment shall be through a bank deposit.

   The bank details for payment of the non-refundable fee are as follows:

   Sri Lanka Export Development Board
   Bank of Ceylon, Lakeview Branch
   Account No.: 306605

   After making the payment, the bidder shall send an email to **disna@edb.gov.lk** attaching the copy of bank deposit slip and providing the following details in order to receive an electronic copy (PDF version only) of the bidding document.

   - Company Name
   - Date of Payment
   - Company Email Address
   - Name of the Contact Person
   - Telephone number of the Contact Person
   - Scanned copy of the bank deposit slip of the non-refundable fee

8. Bidders shall submit the **original deposit slip of the non-refundable fee with the bid**. Failure to submit the deposit slip shall render the bid non-responsive, and the bid shall be rejected.

9. All bids must be accompanied by a Bid Security amounting to the **LKR 100,000.00** in the form of bank guarantee, which should be valid up to **14th February, 2027.**

10. A Pre-Bid Meeting will be held at **11.30 a.m. on 11th November, 2026 at 9th Floor VIP Room of the EDB**. All interested Bidders may participate in the Pre-Bid meeting.

11. Bids must be delivered to the following address; **Chairman Department Procurement Committee, Sri Lanka Export Development Board, Procurement Unit, Level 06, NDB–EDB Tower, No. 42 Nawam Mawatha, Colombo 02** on or before **18th November, 2026 at 02.00 PM**. Late bids will be rejected. Bids will be closed on **18th November, 2026 at 2.00 PM** and will be opened at **2.30 p.m.** on the same day at the above address, in the presence of the bidders' representatives who choose to attend in person.

Chairman, Department Procurement Committee,
Level 06, NDB –EDB Tower, No. 42, Nawam Mawatha, Colombo 02
Telephone: 0112 300 702, 0112 300 705-11 Ext. 365
Fax number: 0112 300 728
Date: 04th November, 2026

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidder

2.1 All bidders shall provide in Section III, Forms of Bid and in Section IV, Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section IV:

(a) List of Services performed for last five years;
(b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
(c) Work plan and methodology
(d) list of major items/services proposed to carry out the Contract;
(e) qualifications and experience of key staff proposed for the Contract;
(f) any other if listed in the Bidding Data.

3. Cost of Bidding

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

4. Site Visit

4.1 The Bidder, at the Bidder's own responsibility and risk, could visit and examine the Site if required and obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

Volume I

- Section I Instructions to Bidders
- Section V Conditions of Contract
- Section VIII Contract Forms

Volume II

- Section II Bidding Data
- Section III Forms of Bid
- Section IV Qualification Information
- Section VI Contract Data
- Section VII Employer's Requirement

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

8.1 The Bidder shall submit the Bid under **two separately sealed envelopes** as follows:

(a) The first envelope shall be clearly marked "ENVELOPE 1 – TECHNICAL INFORMATION"; and

(b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID".

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

(i) Original deposit slip of the non-refundable fee;
(ii) Bid security (Bank Guarantee);
(iii) Volume II of the Bidding Documents; (Sections II, III, IV, VI, VII)
(iv) Other information listed in Bidding Data; and
(v) Any other information, bidder may wish to include

A sealed **duplicate copy** of the Volume II of the Bidding Documents and other information listed in Bidding Data should be provided by the bidder.

Both of the Original copy and duplicate copy of the TECHNICAL INFORMATION should be put into two separate sealed envelopes, clearly indicate as **ORIGINAL** and **DUPLICATE COPY** and then should be put into the **ENVELOPE 1**.

8.3 The **ENVELOPE 2**, marked a "ORIGINAL OF FINANCIAL BID" shall include the originals of the following:

(i) Duly filled and signed Price Schedules of the Bid;

8.4 The two covers (**ENVELOPES 1 & 2**) shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:

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

9. Bid Prices

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

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

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be mentioned separately each and included in the total Bid price submitted by the Bidder.

10. Currency of Bid and Payment

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

11. Bid Validity

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

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

12. Bid Security

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

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

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

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

12.5 The Bid Security may be forfeited:

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
(b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the Contract; or
(ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

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

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

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

D. Submission of Bids

14. Sealing and Marking of Bids

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

(a) be addressed to the Employer at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding Data; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

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

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids

15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening

17.1 The Employer will open the envelope marked, 'Envelope 1 – TECHNICAL INFORMATION', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

17.2 The Bidders' names, the presence (or absence) of the Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

17.2 The envelopes marked 'Envelope 2 – FINANCIAL BID' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – TECHNICAL INFORMATION', in the manner described in Sub-Clause 21.2.

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

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

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

20 Evaluation of Qualification and Experience

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

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

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

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

21 Evaluation of Financial Bid

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

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

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

21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

a) excluding Provisional Sums and the provision, if any;
b) correcting the arithmetical errors in-pursuant to Clause 22.
c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
d) applying any discounts offered by the Bidder.

21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

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

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria

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

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

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

25. Notification of Award and Signing of Agreement

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

as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

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

26. Performance Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract. The Performance Security shall remain valid until 28 days after the Completion Date

27. Advance Payment and Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer or otherwise, payments shall be released after delivering the applicable services to the Employer in accordance with the bid.

Section II. Bidding Data

ITB Ref:

(1.1) The Employer is:

Chairman/ Chief Executive Officer, Sri Lanka Export Development Board (EDB).

The name and identification number of the Contract is:

Procurement Name: Procurement of Service Provider for provision of Microsoft Office LTSC Classic Desktop Productivity Apps.

Procurement No.: EDB/PU/NCB/2026/10

Bidder shall submit bid covering the entire scope of items and services specified in the Bid Document. Bids submitted for only part of the required items or services shall be considered non-responsive and rejected.

(1.2) The Intended Completion date is

- **within two (02) weeks from the date of Agreement Signing the contact**.

(2.1) The information required from bidder in sub-clause 2.1 is;

Qualification and Experience of the Bidder:

a) **Legal entity in Sri Lanka:** The bidder shall be a duly registered legal entity in Sri Lanka.

b) **Bidder's Experience:** The bidder shall have a minimum of five (05) years' experience in implementation and maintenance of IT solutions.

c) **Customer References of Similar projects:** The Bidder shall provide evidence of at least four (04) similar or higher-scale successfully completed projects in government/corporate organizations.

d) **Bidder's financial capability:** The Bidder shall demonstrate financial capability to undertake and sustain the project and submit audited/certified financial statements for the last two (02) years.

e) **Bidder's Authorization:** The Bidder shall be an authorized local partner of the OEM/Principal or an authorized distributor/agent arrangement acceptable to EDB, and shall submit a bid-specific authorization letter.

f) **Compliance of the bidder and the quoted product:** The technical specifications stated in this BID are minimum requirements that must comply by the bidder and the quoted product.

(5.1) Content of the Bidding Document

- Invitation for Bids
- Section I Instructions to Bidders
- Section II Bidding Data
- Section III Forms of Bid
- Section IV Qualification Information
- Section V Conditions of Contract
- Section VI Contract Data
- Section VII Employer's Requirements
- Section VIII Contract Forms

(8.1) The bidder shall submit the **original** and **copy** of the TECHNICAL INFORMATION in two separate sealed inner envelops, duly marking them as **"ORIGINAL"** and **"DUPLICATE COPY"**; These inner envelops shall then be enclosed in **one single outer envelope called, ENVELOPE 1 – TECHNICAL INFORMATION.** (Refer ITB clause 8.2 for the documents that should be included in ENVELOPE 1.) The bidders who failed to adhere these guidelines shall not be considered for further evaluation.

(8.3) The **ENVELOPE 2**, marked a **"ORIGINAL OF FINANCIAL BID"** shall include the originals of the duly filled and signed Price Schedules of the Bid.

(8.4) The address for submission of Bids is:

Chairman Department Procurement Committee,
Sri Lanka Export Development Board (EDB),
Procurement Unit, Level 06, NDB –EDB Tower,
No. 42 Nawam Mawatha, Colombo 02

(10.1) The Bidder shall quote the all costs in Sri Lankan Rupees (LKR).

(11.1) The Bid validity period shall be **sixty (60)** days from the bid closing date. (18th November, 2026)

(12.1) A Bid Security is required. It should include in the ENVELOPE 1 of marked as "Original".

The amount and currency of the Bid Security is: **LKR 100,000.00.**

All bids must be accompanied by a Bid Security in the form of bank guarantee, which should be valid up to 14th February, 2027.

The bid security is provided in the form of a Bank Guarantee using the format given in Section III.

The Bid Security shall be issued in favor of **Sri Lanka Export Development Board**. Such Bank Guarantee shall be irrevocable and unconditional, and shall be cashable upon the first written request by the Procuring Entity.

Bank Guarantees issued by any of the following banks or institutions shall be acceptable:

(a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka

(b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka

(14.1) The Employer's address for the purpose of Bid submission is

Chairman Department Procurement Committee,
Sri Lanka Export Development Board (EDB),
Procurement Unit, Level 06, NDB –EDB Tower,
No. 42 Nawam Mawatha, Colombo 02

For identification of the bid the envelopes should indicate top left corner:

Procurement Number: EDB/PU/NCB/2026/10

Procurement Name: **Procurement of Service Provider for provision of Microsoft Office LTSC Classic Desktop Productivity Apps**

(15.1) The deadline for Bid Submission is:

Date: 18th November, 2026 Time: 2.00 PM

Bidder **do not** have the option of submitting their Bids electronically. Also, **alternative offers and options are not allowed**.

(17.1) The Employer shall open the envelop marked as "**Original**" and "**Copy**" in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified below will be opened at **2.30 PM of the day 18th November, 2026** at the following address.

Sri Lanka Export Development Board (EDB),
Level 09, VIP Room, NDB –EDB Tower,
No. 42 Nawam Mawatha, Colombo 02

(17.2) The Employer will open the envelopes marked as **"Original" and "Copy"** in the presence of Bidders.

(19.1) All bids will be evaluated in accordance with the **Procurement Guidelines – 2024 (Goods, Works, and Non-Consulting Services)**. First, bids will be checked to ensure **completeness, timely submission, signature by an authorized person, inclusion of all required documents, and valid bid security**.
Only bids that substantially meet the **technical and commercial requirements** will proceed to detailed evaluation. Minor deviations may be considered with appropriate adjustments, while bids with major deviations will be rejected.

(20.3) Then assess **technical compliance, capacity, and experience**, assigning marks in accordance with the table provided below.

Evaluation of Technical Bid

The technical features to be evaluated are generally defined below;

Evaluation Criteria of the bid:

Table: TB-EC-01

#	Criteria	Maximum Points	Minimum Required
a	**Bidder's Overall Experience in IT industry on implementation and maintenance of IT solutions** [For eligibility, two (02) years' experience in implementation and maintenance of IT solutions. Ten (10) marks each will be given for any additional years of experience up to 04 more years]	40	30
b	**Bidder's Experience in implementing similar projects in equivalent or higher scale** [For eligibility, one (01) similar or higher-scale successfully completed projects in government/corporate organizations. Ten (10) marks each will be given for any additional such project implementations up to 04 more projects]	40	30
c	**Bidder's capability in provision, technical support and After-sates-support Methodology for proposed solution** The bidder shall have suitably qualified human resources and professionals capable of delivering the requested services and shall submit supporting details.	20	10
	Total	**100**	**70**

Note:

Experience in similar assignments:
The determination will take into account the Bidder's involvement in the similar assignments in the recent past.

Work plan and Methodology:
The determination will take into account the bidder's proposed approach including the allocation of necessary resources in providing the services.

Key Staff:
Only the Key staff proposed by the bidder will be evaluated

Client's Reference:
The references made by previous clients about the quality of the Services provided by the bidder will be evaluated.

Financial Capability:
All financial aspects including the annual Turnover and other financial information will be evaluated

Only bids that achieve the **minimum required technical score** and **complied to the Employers requirements** will have their financial offers considered. The **lowest evaluated, substantially responsive bid** will then be identified for recommendation.

(20.4) The minimum required technical score is equal or more than 70%.

(21.1) Not Applicable

(21.2) Not Applicable

(26.1) The Performance Security Not Applicable

(27.1) Advance payment will not be made.

Section III - Forms of Bid

Form of Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents, we offer to provide the Services *[name and identification number of Contract]* in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* or any other sum derived in accordance with the said documents.

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Bid Security (Bank Guarantee)

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

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

Beneficiary: Sri Lanka Export Development Board, No.42, NDB-EDB Tower, Level 9, Nawam Mawatha, Colombo 02.

Date: ---------- *[insert (by issuing agency) date]*

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

We have been informed that ---------- *[insert (by issuing agency) name of the Bidder;* (hereinafter called "the Bidder") has submitted to you its bid dated ---------- *[insert (by issuing agency) date]*(hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ---------- *[insert IFB number]* ("the IFB").

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

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

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

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

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

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

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

_____

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

Section IV - Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary

Eligibility Criteria

Schedule A

General Experience

The Company shall have been in operation in the Information Technology (IT) industry for a minimum of five (05) consecutive years at the time of bid submission. **Valid business registration documents** must be submitted as proof.

A brief Description about the Company

General Experience:

Table: TB-GE-01

Item No.	Requirement	Minimum Requirement	Compliance (Yes/No)	Bidder Response / Evidence
GE-1.1	Legal entity in Sri Lanka.	The bidder shall be a duly registered legal entity in Sri Lanka.		
GE-1.2	Bidder's Experience	The bidder shall have a minimum of five (05) years' experience in implementation and maintenance of IT solutions.		
GE-1.3	Customer References of Similar projects	The Bidder shall provide evidence of at least four (04) similar or higher-scale successfully completed projects in government/corporate organizations.		
GE-1.4	Bidder's financial capability	The Bidder shall demonstrate financial capability to undertake and sustain the project and submit audited/certified financial statements for the last two (02) years.		
GE-1.5	Bidder's Authorization	The Bidder shall be an authorized local partner of the OEM/Principal or an authorized distributor/agent arrangement acceptable to EDB, and shall submit a bid-specific authorization letter.		
GE-1.6	Compliance of the bidder and the quoted product	The technical specifications stated in this SOR are minimum requirements that must comply by the bidder and the quoted product.		

Schedule B

Government Specific Experience

The Bidder/Local Distributor is required to provide documentary evidence of having successfully implemented at least **four (04)** projects involving solutions of similar or higher capacity, **including at least one (01) government-related project**.

(Please attached the proof documents)

Table: TB-EXPERIENCE-GOV

Ref. No.		Duration	Assignment name & brief description of main deliverables/ outputs	Name of Client and type (Govt. or Corporate)	Approx. Contract Value	Role on the Assignment	Proof Document Reference Number
For Eligible	01.						
Other	02.						
	03.						
	04.						
	05.						
	06.						
	07.						
	n.						
				Total			

Schedule D Bank Confirmation Letters for Credit Facilities (If applicable) and Statement of Financial Position of the years 2023/2024 and 2024/2025
Please Attach the audited/certified financial statements for the last two (02) years

Other Qualification Criteria

Schedule E

The bidder is required to provide documentary evidence in successfully completed or on-going resources augmentations assignment/projects with similar or related projects during last year

(Please attach the proof document)

Table: TB-PROJECT-INFO

Ref. No.	Duration	Assignment name & brief description of main deliverables/ outputs	Name of Client	Approx. Contract Value	Role on the Assignment	Proof Document Reference Number
01.						
02.						
03.						
04.						
05.						
06.						
07.						
08.						
			Total			

Schedule F

Management & Work plan, Technical approach and Methodology

Bidder shall explain in a write up not more than 2,000 words, the work plan, technical approach and methodologies to fulfill the areas mentioned in the Employer's Requirements of this assignment

Schedule G

Qualifications, Work Experiences and Adequacy for the Assignment

The bidder shall have suitably qualified human resources and professionals capable of delivering the requested services and shall submit supporting details.

Table: TB-EMP-WE

Name	Position	Professional Qualification
1.		
2.		
3.		
4.		
5		
6.		
7.		
8.		
n.		

Note: Use following "Candidate Summary" format to provide the details of each proposed technical staff member for this project.

Candidate Summary

To be completed by the Proposer

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date:

Position; *[insert **Title of Position**]*		Prime □ Alternate □
Candidate information	Name of candidate:	Date of birth:
	Professional qualifications *[describe **Professional qualifications**]*	
	Academic Qualification *[describe **Academic qualifications**]*	
	Additional Qualification *[describe **Additional qualifications**]*	
	Courses followed *[describe **Courses** followed]*	
	Certifications *[describe **Certifications**]*	

Membership in Professional Associations and Publications:

Insert Details

Work experience in the domain: Summarize your work experience related to the services requested under this bid, in reverse chronological order. Highlight specific technical experience relevant to the services and requirements of this bid. Previous employment that is not relevant to the assignment does not need to be included.

Period of Engagement	Project / Position	Company	Client Reference	Relevant Experience	Documentary Evidence Reference Number
Use format YYYY-MM	*Role or project name*	*Name of the organization*	*Client name, manager, or contact person (optional email/phone)*	*Key work done, technologies, responsibilities*	*Need to provide documentary evidence for experience*

Candidate's contact information: [Insert Email address] [Insert Phone Number]

Certification of candidate:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award.

Name of Candidate:

Signature: _____

Date: [day/month/year]

Name of authorized representative of the candidate (the same who signs the Proposal)

Signature_____

Date: [day/month/year]

Schedule H **Authentication of Signatory**
Please Attach documentary proof of the authorized signatory

Schedule I

Price Schedule

- The total contract value shall be inclusive of total remuneration for the deployed resources and administrative cost (Overheads and profits, expenses associated as per any government directive, and all related taxes etc.). No reimbursable expenses are allowed with this contract.
- The bidder shall have to provide the breakdown of the total contract in accordance with following tables.
- The total contract value will be paid after successful delivery of requested services to the Employer, after the payments have been certified by the assigned supervisor/s.
- The bidder shall submit a valid **VAT Registration Certificate**, if applicable.

PRICE SCHEDULES:

Note: The purpose of requesting prices for Microsoft Office LTSC Standard for 90 to 120 licenses with incremental of 10 are to enable Employer to determine the best match of license count with the allocated budget and required number of user licenses. The Bidder shall provide separate total prices for each quantity.

Name(s) of the quoted license package(S)/SKU: _____ (Specify)

Table: TB-PS-01-A - Cost of proposed solution

Item No.	Description of Goods	License Count	Unit Price without govt. tax (LKR)	Total Price without govt. tax (LKR)	Govt. Tax (VAT) (LKR)	Govt. Tax (SSCL) (LKR)	Total Price with govt. tax (LKR)
1.	Microsoft Office LTSC **Professional Plus** 2024 (or the latest)	10					
2.	Microsoft Office LTSC **Standard** 2024 (or the latest) – Option 1	90					
3.	Microsoft Office LTSC **Standard** 2024 (or the latest) – Option 2	100					
4.	Microsoft Office LTSC **Standard** 2024 (or the latest) – Option 3	110					
5.	Microsoft Office LTSC **Standard** 2024 (or the latest) – Option 4	120					
6.	Any other applicable cost item(s) – specify utilizing separate rows						
n.							

TB-PS-01-B: Cost of additional licenses

The following unit rates shall be used for the purchasing of additional licenses if required at the beginning of the project.

Table: TB-PS-01-B:

Sr. No.	Package	License Count	Unit Price excl. Govt. Tax (LKR)	Govt. Tax (VAT) (LKR)	Govt. Tax (SSCL) (LKR)	Total Price with govt. tax (LKR)
1.0	Microsoft Office LTSC **Professional Plus** 2024 (or the latest)	01				
2.0	Microsoft Office LTSC **Standard** 2024 (or the latest)	01				

Name of Bidder:	
Authorized Signature of Bidder:	
Date:	
Bidder's Seal:	

Section V - Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(a) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Employer" means the party who employs the Service Provider

(f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

(h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

.

1.2 Applicable Law

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

1.3 Language	This Contract has been executed in English Language
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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 either parties or such other later date as may be stated in the Contract Data.
2.2 Starting Date	The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.5 Force Majeure

2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Employer

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

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

(e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;

(f) if the Employer, in its sole discretion, decides to terminate this Contract.

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 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-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

2.6.3 Payment upon Termination

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

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

3.3 Confidentiality

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

3.5 Service Providers' Actions Requiring Employer's Prior Approval

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendices, in the form, in the numbers, and within the periods set forth.

3.7 Documents Prepared by the Service Providers to Be the Property of the Employer

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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

3.9 Performance Security

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

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 Re placement 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 to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

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 Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .

6.2 Contract Price

The Contract Price is set forth in the Contract Data.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

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

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 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

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

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

Section VI. Contract Data

Clauses in brackets are optional; all notes should be deleted in final text

Number of CC Clause — Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1 (a) "Activity Schedule" is not applicable

1.1 (b) The Completion Date is two (02) weeks from the date of agreement signing

1.1 (e) The Employer is:

Chairman/ Chief Executive Officer,
Sri Lanka Export Development Board (EDB)
Level 09,
NDB –EDB Tower,
No. 42, Nawam Mawatha, Colombo 02

1.1 (h) The Service Provider is *[insert name]*

1.4 The addresses are:

Employer: **Chairman/ Chief Executive Officer,**
Sri Lanka Export Development Board (EDB)
Level 09,
NDB –EDB Tower,
No. 42, Nawam Mawatha, Colombo 02

Attention: **Chairman/CEO, Sri Lanka Export Development Board**

e-mail: **chairman@edb.gov.lk**

Telephone: **0112 300 712**

Service Provider: _____

Attention: _____

email: _____

Telephone: _____

1.6 The Authorized Representatives are:
For the Employer: **Director General, Sri Lanka Export Development Board**

For the Service Provider: _____

2.1 The date on which this Contract shall come into effect is **from the date of signing the Contract Agreement**

2.2 The Starting Date for the commencement of Services is **from the date of signing the Contract Agreement**

2.3 The Intended Completion Date is two (02) weeks *from the date of Contract Agreement signing.*

3.5 (d) *[Note: Delete where not applicable].*

The other actions are _____.]

4.2 (a) In case of replacement of service providers personnel, prior written approval shall be obtained from the employer.

6.4 Payment shall be made within *[30]* days of receipt of the invoice and the relevant documents specified in Clause 6.4

6.5 Interest on delayed payments shall not be applicable

Appendices

Appendix A - Description of the Services

Introduction

The Sri Lanka Export Development Board ("EDB") is Sri Lanka's premier organization responsible for the development and promotion of exports. Secure, reliable and continuously available, up-to-date Desktop Productivity App suite is essential for its official correspondence, collaboration and day-to-day operations.

This bid comprises of purchasing of following services;

Microsoft Office LTSC Classic Desktop Productivity Apps

EDB intends to procure **perpetual licenses of the latest available version** of Microsoft Office LTSC Classic Desktop Productivity Apps for its officers/users.

The requirement is primarily for desktop versions of Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Microsoft Outlook. The proposed license/package shall be a genuine Microsoft subscription license and shall be valid for use by the number of authorized EDB users specified in this Bid.

The prospective service provider shall clearly indicate the exact Microsoft product/package name, license/SKU, licensing model and all features included in the proposed packages.

Note:

Refer **Section VII Employer's Requirements** for detailed information as well as **TECHNICAL INFORMATION** to be compiled and submitted by the bidder.

Appendix B - Schedule of Payments

- The total contract value shall be inclusive of total remuneration for the deployed resources and administrative cost (Overheads and profits, expenses associated as per any government directive, and all related taxes etc.). No reimbursable expenses are allowed with this contract.

- The bidder shall have to provide the breakdown of the total contract in the Price schedules.

- The total contract value will be paid after successful delivery of requested services to the Employer, and after the payments have been certified by the assigned supervisor/s. For that, the invoices and required documents (Timesheets with the approval from the assigned officer/s) must be duly furnished. Payment shall be effect within thirty (30) days from the date of submission of all required supporting documents.

- The final payment will be released only after verification and confirmation that all Employer's Requirements have been satisfactorily fulfilled.

Appendix C - Key Personnel

The bidder needs to allocate the capable experience resources for the delivery of the services. Use following table for bidder to propose personnel required for this project where applicable.

The bidder needs to submit the relevant work experience, professional and educational qualifications base on the following table. Bidder should fill the **Schedule H, Candidate Summary Format of Section IV – Qualification Information** of the following key resources with the bid document.

Table: TB-KEY-PERSONNEL

No	Position / Role	Name of Proposed Personnel	Employment Status (bidder Employee / OEM Employee / Authorized Partner / Subcontractor / Other – specify)	Years of Experience	Relevant Experience	Academic and Professional Certifications
1						
2						
3						
4						
5						
6						
n.						

Appendix D: Breakdown of Contract Price

List all milestones and list the format, frequency, and contents of reports or products to be delivered; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Bidder should fill the **Schedule I, Price Schedules Formats of Section IV – Qualification Information**.

Appendix E - Services and Facilities provided by the Employer

Bidder may describe any facilities that may require to be provided by the Employer for the successful execution of requested services of the bid.

Appendix F - Minutes of Contract Finalization Discussions (If any)

Appendix G - Agreed Contract Amendments (If any)

Appendix H - Agreed and Finalized Project Plan (If any)

Section VII. Employer's Requirements

Provision of Microsoft Office LTSC Classic Desktop Productivity Apps

Particular	Details
Procuring Entity	Sri Lanka Export Development Board (EDB)
Procurement	Procurement of Microsoft Office LTSC Classic Desktop Productivity Apps
Product Version (Release Year)	Microsoft Office LTSC Classic Desktop Productivity Apps - 2024 or latest
Required User Licenses	Microsoft Office LTSC **Standard**: 90 to 120 nos. (2024 or latest) Microsoft Office LTSC **Professional Plus**: 10 nos. (2024 or latest)

Introduction

The requirement is primarily for perpetual licenses of desktop versions of Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Microsoft Outlook. The proposed license/package shall be a genuine Microsoft subscription license and shall be valid for use by the EDB.

The prospective service provider shall clearly indicate the exact Microsoft product/package name, license/SKU, licensing model and all features included in the proposed package.

Scope of Requirement

Table: TB-TS-SOR

Item	Requirement	Compliance (Yes/No)	Bidder Response / Evidence
Product	Microsoft Office LTSC Classic Desktop Productivity Apps (without Software Assurance)		
Primary requirement	**Office LTSC Standard:** Desktop versions of Word, Excel, PowerPoint and Outlook – 2024 or latest and, **Office LTSC Professional Plus:** Desktop versions of Word, Excel, PowerPoint, Outlook + Microsoft Access (PC only) – 2024 or latest		
Required number of user licenses	Microsoft Office LTSC Standard: 90 to 120 nos. Microsoft Office LTSC Professional Plus: 10 nos.		
Licensing Compliance	The Bidder shall provide genuine Microsoft licenses obtained through an authorized Microsoft licensing/reseller channel. • Microsoft licensing program/channel under which licenses will be supplied. • Exact Microsoft Office package name(s). • Exact SKU/part number(s), where applicable. • License type. • Any other material licensing conditions.		

Item	Requirement	Compliance (Yes/No)	Bidder Response / Evidence
Bidder Authorization	The Bidder must provide documentary evidence of authorization/reseller status where required by EDB.		
Administration	The proposed licensing arrangement shall provide EDB with appropriate administrative facilities through Microsoft Licensing portal.		
After-Sales Technical Support	• Technical/support contact mechanism where required. • Telephone/email/online support. • Support hours. • Microsoft support entitlement included with the quoted license. Any support service requiring an additional fee shall be separately identified.		
Additional fee other than licensing fees	The Bidder shall specify whether any charges are applicable. (may use relevant price schedule to provide the detailed cost breakdown)		

Terms of Payment

Payments shall be made in accordance with the contract, subject to successful delivery/acceptance, submission of a valid invoice and compliance with applicable Government financial procedures.

Table: TB-TS-TB

Payment Component	Payment Basis	Proposed Timing	Compliance (Yes/No)	Bidder Response / Evidence
One-time payment	Upon successful activation /provisioning of all product licenses, setup and activation of the Microsoft Portal, all other required services and acceptance of required implementation deliverables.	After activation / provisioning and acceptance.		

The final payment terms, tax treatment, invoice requirements and payment periods shall be aligned with the applicable EDB/Government financial regulations and Tender Data Sheet.

Bidder Information Form

Table: TB-TS-BIF

Particular	Bidder Response
Registered Company Name	
Business Registration No.	
Registered Address	
Local Office Address	
Telephone	
Email	
Website	

Particular	Bidder Response
Contact Person	
Years in Business	
Years providing Microsoft Office LTSC Classic Desktop Productivity Apps related services	
OEM/Principal	
Authorization status	
Authorized Signatory	

Name of Bidder: ……
[Insert complete name of Bidder]

Signature of Bidder: ……
[Signature of person signing the Bid]

Date:

Company Seal:

Section VIII. Contract Forms

Contract Forms: Letter of Acceptance

[letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance
The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[date]

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

This is to notify you that your Bid dated *[date]* for providing services *[name of the Contract and identification number]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (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, and personnel and resources, have 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:

2. 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
(d) The Priced Activity Schedule
(e) The Employer's Requirements

(f) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A : Description of the Services
Appendix B : Schedule of Payments
Appendix C : Key Personnel
Appendix D : Breakdown of Contract Price
Appendix E : Services and Facilities Provided by the Employer
Appendix F : Minutes of Contract Finalization Discussions
Appendix G : Agreed Contract Amendments
Appendix H : Agreed and Finalized Project Plan

3. 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 *[name of Employer]* *[Authorized Representative]*

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

[Authorized Representative

Performance Bank Guarantee (Unconditional)

To: Sri Lanka Export Development Board,
NDB-EDB Tower, Level 9, Nawam Mawatha, Colombo 02

Whereas *[name and address of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

OEM/Manufacturer Authorization Letter Format

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

Date:

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

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

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