

# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

PROCUREMENT NO.: **EUSL/F/S/20/NCB/Goods/01**

**Bidding Documents**

**Volume 1**

**Section VI - Conditions of Contract**

**Eastern University, Sri Lanka**

**Section VI - Conditions of Contract (CC)**

**1. Definitions**

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "CC" means the Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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

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

**2. Contract Documents**

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

**3. Fraud and Corruption**

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

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

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

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

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

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- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

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- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. **Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. **Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.
11. **Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. **Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. **Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. **Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

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| <b>15. Terms of Payment</b>         | <p>15.1 The Contract Price shall be paid as specified in the Contract Data.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>   |
| <b>16. Taxes and Duties</b>         | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>  |
| <b>17. Performance Security</b>     | <p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p> |
| <b>18. Copyright</b>                | <p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>  |
| <b>19. Confidential Information</b> | <p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract,</p>  |

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whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

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

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

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

**20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

**21. Specifications and Standards**

21.1 Technical Specifications and Drawings

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

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

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(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- 22. Packing and Documents**      22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 23. Insurance**      23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation**      24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests**      25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

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

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

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**27. Warranty**

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent Indemnity**

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

Contract by reason of:

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

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

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty- eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

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

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

**30. Change in Laws and Regulations**

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

**31. Force Majeure**

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

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

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

**32. Change Orders and Contract Amendments**

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

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

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- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

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

**33. Extensions of Time**

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

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

**34. Termination**

34.1 Termination for Default

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

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- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

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

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

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

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

**36. Retention money** 36.1 Retention Money: The amount of the retention is 5% on the contract value Release of retention money: After the effects liability period /Warranty period of twelve month.

**37 Sample of the Item** 37.1 The bidders should be prepared to provide samples of furniture (without applying dye/staining/waxing) if requested by the University for further evaluation. All the items supply under the purview of this procurement should strictly be confirmed the quality of the sample and the specifications.

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# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

PROCUREMENT NO.: **EUSL/F/S/20/NCB/Goods/01**

## **Bidding Documents**

### **Volume 1**

#### **Section VIII - Contract Forms**

- 1. Contract Agreement**
- 2. Performance Security**
- 3. Guarantee for Advance Payment**

**Eastern University, Sri Lanka**



## Section VIII- Contract Forms

### Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]* in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

**Performance Security**

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

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

**\*Beneficiary: Vice Chancellor, Eastern University, Sri Lanka**

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated----- with you, for the ----- Supply of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

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

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

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

\_\_\_\_\_  
*[Signature (s)]*

## 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]*

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

*[Issuing agency's letterhead]*

**\*Beneficiary: Vice Chancellor, Eastern University, Sri Lanka**

**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>50</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>51</sup>]*.

---

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

---

<sup>50</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>51</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."

# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

PROCUREMENT NO.: **EUSL/F/S/20/NCB/Goods/01**

## **Bidding Documents**

### **Volume 11**

**Section II - Bidding Data Sheet**

**Section III -Evaluation and Qualification Criteria**

**Section IV -Bidding Forms**

**Section V -Schedule of Requirement**

**Section VII - Contract Data**

**Annexure I -Delivery Schedule**

**Eastern University, Sri Lanka**

# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

PROCUREMENT NO.: **EUSL/F/S/20/NCB/Goods/01**

**Bidding Documents**

**Volume 11**

**Section II - Bidding Data Sheet**

**Eastern University, Sri Lanka**

.....  
Seal & the Signature of the bidder

## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: Eastern University, Sri Lanka(EUSL)
<b>ITB 1.1</b>	The name and identification number of the Contract are: <b>“SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER”</b> <b>- EUSL/F/S/20/NCB/Goods/01”</b> - -
<b>ITB 2.1</b>	The source of funding is: Government of Sri Lanka
<b>ITB 4.4</b>	Foreign bidders <i>are not allowed to participate in bidding.</i>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b>Clarification of bid purposes</b> only, the Purchaser’s address is:  <b>Attention:</b> Assistant Bursar  Assistant Bursar Store and Supplies Division Eastern University, Sri Lanka Vantharumoolai Chenkalady Tel. 0652055220  Purchaser will response in writing to any request for clarification, provided that such request is received no later than three working days prior to the dead line for submission of Bid. Clarification in writing will only be provided to those who have collected bid document
	<b>C. Preparation of Bids</b>

.....  
Seal & the Signature of the bidder

<b>ITB 11.1 (e)</b>	<p>The Bidder shall submit the following additional documents: Document for prove the Qualification requested in IFB.</p> <ol style="list-style-type: none"> <li>1. Certified copy of Business Registration</li> <li>2. Copy of the authorization letter from the manufacturer as a dealer or agent</li> <li>3. Evidence to prove <ol style="list-style-type: none"> <li>i. for product Quoted Brand Server is available in Sri Lanka for the last five years.</li> <li>ii. Supplier <ol style="list-style-type: none"> <li>a) have the experience in sale of Server for the three years</li> <li>b) have the experience in sale of Quoted Band Server for the last two years.</li> </ol> </li> </ol> </li> <li>4. Copies of Financial Statements for last three years. (Years of 2019/2018, 2018/2017, 2017/2016) for calculating average turnover.</li> <li>5. Detail of technical expert in quoted Brand Server to get advice during the warranty period.</li> </ol>						
<b>ITB 14.3</b>	The bidders may quote to SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER						
<b>ITB 15.1</b>	The Bidder shall quote: Sri Lankan Rupees only. (LKR)						
<b>ITB 17.3</b>	<b>Period of time the Goods are expected to be functioning for minimum Five years</b>						
<b>ITB 18.1 (b)</b>	After sales service is: Required						
<b>ITB 19.1</b>	The bid shall be validity until 06-04-2021						
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by a commercial bank registered in the Central Bank of Sri Lanka) included in Section IV Bidding Forms						
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be:</p> <table border="1" data-bbox="480 1536 1353 1688"> <thead> <tr> <th data-bbox="480 1536 580 1608">S. No</th> <th data-bbox="580 1536 1171 1608">Type of Items</th> <th data-bbox="1171 1536 1353 1608">Bid Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="480 1608 580 1688">01.</td> <td data-bbox="580 1608 1171 1688">SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER</td> <td data-bbox="1171 1608 1353 1688">40,000.00</td> </tr> </tbody> </table> <p style="text-align: center;">Valid up to 05-05-2021</p>	S. No	Type of Items	Bid Security	01.	SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER	40,000.00
S. No	Type of Items	Bid Security					
01.	SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER	40,000.00					

.....  
Seal & the Signature of the bidder



-	<b>D. Submission and Opening of Bids</b>
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: <b>“SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER.”</b>
ITB 23.1	For bid submission purposes, the Purchaser’s address is: <b>Address:</b> The Chairman Department Procurement Committee Eastern University, Sri Lanka Vantharumoolai Chenkalady  Tel. 0652240531 Fax. 0652240549 The deadline for the submission of bids is: Date: 05.01.2021                      Time: 14.00 hours (02.00 p.m.)
ITB 26.1	The bid opening shall take place at: <b>Address:</b> The Board Room 2 <sup>nd</sup> floor, Senate House Eastern University, Sri Lanka (EUSL), Vantharumoolai Chenkalady  Date: 05.01.2021 Time: <i>Immediately after the bid closing time of 14.00 hours (02.00 p.m.) of same date</i>
	<b>E. Evaluation and Comparison of Bids</b>
ITB 34.1	Domestic preference <i>shall not</i> be a bid evaluation factor if bidder provided the information as per the clause 2.2 in the Public Finance Circular No.03/2020 dated 09-10-2020.
ITB 35.3(d)	The final price of the Price Schedule will be considered as the Bid Price (Subject to any adjustment if required)
ITB 35.4	The following factors and methodology will be used for evaluation:  Refer the Section 111 of this Document

.....  
Seal & the Signature of the bidder

# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

**PROCUREMENT NO.: EUSL/F/S/20/NCB/Goods/01**

## **Bidding Documents**

### **Volume 11**

#### **Section III -Evaluation and Qualification Criteria**

**Eastern University, Sri Lanka**

.....  
Seal & the Signature of the bidder

## Section 111 – Evaluation and Qualification Criteria

This Section compliments the Instruction to Bidders. It contains the criteria that the purchaser uses to evaluate a bid and determine whether A Bidder has the required qualifications. No other criteria shall be used.

The qualified bidders will be evaluated on the following criteria

- a. Fully compliance with technical specification & all other bidding conditions
- b. Fully compliance to the mandatory item in the specification
- c. Certificate of Business Registration
- d. Authorization letter from the manufacturer as a Dealer or Agent
- e. ISO Certificate for manufacturing
- f. Past experience - Evidence to prove
  - i. For product –  
Quoted Brand Server is available in Sri Lanka for the last five years.
  - ii. For Supplier –
    - a) have the experience in sale of Server for the three years.
    - b) have the experience in sale of Quoted Band Server for the last two years.
- g. Average Turnover for the last consecutive three years should be equal or more than 08million.
- h. Detail of technical expert in this quoted Brand Server to get advice during the warranty period (attach if any certifications).

Note: Evaluation will be done item wise

.....  
**Seal & the Signature of the bidder**

**Section IV. Bidding Forms**

**Table of Forms**

**Bid Submission Form..... 51**  
**Guarantee / Bid bond ..... 54**

.....  
**Seal & the Signature of the bidder**

## Bid Submission Form

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

Date: .....

No.: .....

To: Vice Chancellor, EU SL

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:  
.....[  
*insert the number and issuing date of each Addenda*];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods  
.....  
*[\* insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid without VAT, including any discounts offered is:  
.....  
*[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is:  
.....  
*[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the Department of public Finance of the General Treasury of Sri Lanka.
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: .....

In the capacity of .....

Name: .....

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

.....

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

.....  
Seal & the Signature of the bidder

**Price Schedule**

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Qty.</b>	<b>Unit Price (Rs)</b>	<b>Total Price (Rs.)</b>	<b>Discount (Rs.)</b>	<b>Total Price after Discount</b>	<b>VAT &amp; any others taxes if applicable (Please Specify)</b>	<b>Final Price (Rs.)</b>	<b>Brand Name and country origin</b>
		<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b> <b>( BxC)</b>	<b>(E)</b>	<b>(F)</b> <b>(D -E)</b>	<b>(Rs.)</b> <b>(G)</b>	<b>(H)</b> <b>(F+G)</b>	
01	Server - Type-I <b>(Annexed - I)</b>	Nos.	<b>07</b>							
02	Server - Type-II <b>(Annexed - II)</b>	No.	<b>01</b>							
03	KVM Switch <b>(Annexed - III)</b>	Nos.	<b>02</b>							

**Note:**

**Unit price means selling price + Cost of Delivery and installation at the University premises.**

**Amount in words.....**

VAT Reg. No.: .....

Date: .....

.....  
Signature

Rubber Stamp

## Guarantee / Bid bond

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

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

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

**\*Beneficiary:** ----- [name and address of Purchaser]

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

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

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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



# **SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

## **Section V Schedule of Requirements**

### **Contents**

**1. List of Goods & Delivery Schedules**

**2. Technical Specification**

**LIST OF GOODS SUPPLY, INSTALLATION AND MAINTENANCE OF SERVER**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>List Of Goods Supply, Installation And Maintenance Of Server</b>	<b>Delivery Date</b>
01	Server - Type-I	07 Nos.	Included in Total price	On or before 60 days from the date of purchase order
02	Server - Type-II	01 No.		
03	KVM Switch	02 Nos.		

Signature : .....

Official Seal :

Date : .....

## Specifications

### Annexure 1

#### Server (Type 1)

Features	Required specification		Bidder Response (Y/N)
Make	Should be a world recognized Brand (Specify)		
Model	Should be mentioned by the bidder		
Country of Origin	Should be mentioned by the bidder		
Country of manufacture	Should be mentioned by the bidder		
ISO Certificate	Supplier should submit ISO certificate for manufacture		
Server Form Factor	1U/2U Rack Server		
Processor	No of Cores	4 or higher (Please Specify)	
	Actual Clock Speed	3.2 GHz or higher (Please Specify)	
	Cache Memory	8 MB or higher (Please Specify)	
Chipset	should be support above mentioned processor (Please Specify)		
Required Memory	2 x 16GB		
Memory Type and Speed	2600MT/s or higher DDR4		
Support Memory	should be upgradable to 64GB or higher (Please Specify)		
Required Hard Disk Capacity	2 x 1 TB		
Hard Disk type	2.5 inches Hot-plug Hard Drive SAS in a RAID 1 Array		
RAID controller	Required		
Hard Disk Upgrade	8 TB or higher (Please Specify)		
No. of Hard Disk Bays	4 or higher (Please Specify)		
	It should be support 2.5inches		
Optical Drive	DVD+RW SATA		
Expansion slots	2 PCI Slots or higher (Please Specify)		
Required Network Interface	Dual Port 1Gb + Dual Port 10GbE		
Management Network Ports	Required		

Interfaces	2 X USB 3.0 Port or higher (Please Specify)	
	1 X USB 2.0 Port or higher (Please Specify)	
	1 X VGA Port or higher (Please Specify)	
Rack Railing kits and necessary accessories	Required	
Power Supply	Dual hot pluggable required	
Remote Management	Should be cable of performance monitoring & hardware management, BIOS & OS access through a Virtual Console and Etc.	
Installation	Basic Installation and configuration should be done according to the requirements of Eastern University, Sri Lanka(mount into the existing rack and Raid Configuration)	
Warranty	Manufacturer's comprehensive onsite warranty for <b>Three years (03)</b> or higher for all the components of the server.	
	During the warranty period All defective parts should be replaced with free of charge. Defective part should be genuine from Manufacturer.	
	Number of visit for services during the warranty period with free of charge	
Manufacture Authorization certificate/letter	Bidder must attach original Manufacturer's Authorization certificate/letter direct from the manufacturer..	
Sales Experience of product	The quoted brand of Server should be in sales for last five years in Sri Lanka.	
Sales Experience of bidder	Bidder should submit the Evidence to prove at least Three years experience in Supply of Servers in sri lanka.	
	Bidder should have at least two Years of experience in selling the quoted brand of Servers in Sri Lanka and Submit at least two evidences for this (Purchase order).	
Customer Service and Support	Should have to access 24x7-basis from the customer Service and Support of the manufacturer over the phone for troubleshooting assistance of product/s. Please attach relevant documents.	

**Optional – Annual service agreement charge (After warranty period of 5 year)**

<b>4<sup>th</sup> Year</b>	
<b>5<sup>th</sup> Year</b>	
<b>6<sup>th</sup> Year</b>	
<b>7<sup>th</sup> Year</b>	

## Annexure 2

### Server (Type 2)

Features	Required specification		Bidder Response (Y/N)
Make	Should be a world recognized Brand (Specify)		
Model	Should be mentioned by the bidder		
Country of Origin	Should be mentioned by the bidder		
Country of manufacture	Should be mentioned by the bidder		
ISO Certificate	Supplier should submit ISO certificate for manufacture		
Server Form Factor	Tower		
Processor	No of Cores	8 or higher (Please Specify)	
	Actual Clock Speed	2.2 GHz or higher (Please Specify)	
	Cache	12 MB or higher (Please Specify)	
Chipset	should be support above mentioned processor (Please Specify)		
Required Memory	2 x 16GB		
Memory Type and Speed	2600MT/s or higher DDR4 (Please Specify)		
Memory slots	8 or higher (Please Specify)		
Support Memory	should be upgradable to 64GB or higher (Please Specify)		
Required Hard Disk Capacity	4 x 1 TB		
Hard Disk type	3.5" SAS/SATA (HDD/SSD)		
RAID controller	Yes, RAID Controller with 1GB Cache (Please Specify)		
Hard Disk Upgrade	16 TB or higher (Please Specify)		
No. of Hard Disk Bays	8 or higher (Please Specify) It should be support 3.5inches		
Optical Drive	DVD+RW SATA		
Expansion slots	2 PCI Slots or higher (Please Specify)		
Required Network Interface	Dual Port 1Gb + Dual Port 10GbE		
Management Network Ports	Required		
Interfaces	2 X USB 3.0 Port or higher (Please Specify)		
	2 X USB 2.0 Port or higher (Please Specify)		
	1 X VGA Port or higher (Please Specify)		
Power Supply	Dual hot pluggable required		
Remote Management	Should be cable of performance monitoring & hardware management, BIOS & OS access through a Virtual Console and Etc.		
Operating System	Genuine Windows Server 2019 or Latest (Please Specify)		

Anti Virus	Genuine Latest server version antivirus required with 3 years license (Please Specify the product name of antivirus)	
Installation and configuration	Installation and configuration should be done according to the requirements of Eastern University, Sri Lanka (Raid Configuration & Etc..)	
	Bidder should install Operating System with required configuration	
	Bidder should configure the following: Create Domain controller Configure Active directory Create organization unit and groups Create sample users and configure Roaming profile, network drive, group policy, etc for users according to the requirements of Eastern University, Sri Lanka.	
Warranty	Manufacturer's comprehensive onsite warranty for <b>Three years (03)</b> or higher for all the components of the server.	
	During the warranty period All defective parts should be replaced with free of charge. Defective part should be genuine from Manufacturer.	
	Number of visit for services during the warranty period with free of charge	
Manufacture Authorization certificate/letter	Bidder must attach original Manufacturer's Authorization certificate/letter direct from the manufacturer..	
Sales Experience of product	The quoted brand of Server should be in sales for last five years in Sri Lanka.	
Sales Experience of bidder	Bidder should submit the Evidence to prove at least Three years experience in Supply of Servers in sri lanka.	
	Bidder should have at least two Years of experience in selling the quoted brand of Servers in Sri Lanka and Submit at least two evidences for this (Purchase order).	
Customer Service and Support	Should have to access 24x7-basis from the customer Service and Support of the manufacturer over the phone for troubleshooting assistance of product/s. Please attach relevant documents.	

**Optional - Annual service agreement charge (After warranty period of 5 years)**

<b>4<sup>th</sup> Year</b>	
<b>5<sup>th</sup> Year</b>	
<b>6<sup>th</sup> Year</b>	
<b>7<sup>th</sup> Year</b>	

**Annexure 3**

**KVM Switch**

Features	Required specification	Bidder Response (Y/N)
Type of KVM Switch	USB 	
Required PC ports	8	
Control Port	Required	
Indicator	LED/LCD	
Cables	should be provide all the necessary cables 	
Keyboard and Mouse emulation	USB	
VGA resolution	1024 X 768 or Higher (Please Specify)	
Support Operating system	Microsoft Windows Server/8/10, Unix, Linux.	
USB Hub	Supplier should supply 2 numbers 4-Port USB Hub separately	
HDMI splitter	Supplier should supply 4-port High Quality HDMI splitter separately	
HDMI Male to VGA Female Video Converter Adapter	Supplier should supply 1080P HDMI Male to VGA Female Converter Adapter Cable separately	
USB Type C To VGA Adapter	USB Type C To VGA Adapter required separately	
Warranty	6 Month or higher (Please Specify)	
		