

UNIVERSITY OF KELANIYA



BIDDING DOCUMENT

Supply, Installation and Commissioning of the University Wide Wireless Network, University of Kelaniya

Bid No: UK/GA/GA3/2021/55

Name and the Address of the Bidder

VOLUME I

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 specified in Section VI, Employer's Requirement. 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, Technical Proposal Submission Form and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
 - (a) List of Services performed during the last five years;
 - (b) Experience in Services of a similar nature during the last five 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 of equipment 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, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the site shall be at the Bidder's own expense.

B. Bidding Documents

5. 5.1 The set of bidding documents comprises the documents listed below:

Content of
Bidding
Documents

Volume 1
Section I Instructions to Bidders
Section IV Conditions of Contract
Section VIII Forms of Securities

Volume II
Invitation for Bid
Section II Bidding Data
Section III Technical Proposal Submission Form
and Qualification Information
Section V Contract Data
Section VI Employer's Requirements
Section VII Form of Bid and Activity Schedule

6. 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.
Clarification
of Bidding
Documents

C. Preparation of Bids

7. 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.
Language of
Bid

8. 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
Documents
Comprising
the Bid

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

(b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".

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

- (i) Volume 1 of the Bidding Document
- (ii) Bid security if requested;
- (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
- (iv) Other information listed in Bidding Data; and
- (v) Any other information, bidder may wish to include

83 The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

84 The two covers 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; and

9. Bid Prices
- 9.1 The Contract shall be for the Services, as described in the Employer’s Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 92 The Bidder shall fill prices for all items of the Services described in the in Employer’s Requirements, Section VI and listed in the priced Activity Schedule, Section VII. Items for which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other prices in the Activity Schedule.
- 93 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.
10. Currency of Bid and Payment
- 10.1 The prices 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.

- 123 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.
- 124 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).
- 125 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
- 131 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
- 132 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.
- 133 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
- 141 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.
- 142 In addition to the identification required in Sub-Clause 14.1, 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 – Qualification and Experience', 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 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 completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', 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) c) 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.

- 20 Evaluation of Qualification and Experience
- 193 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.
- 201 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 202 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 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.
- 203 During the evaluation of Envelope 1 for qualification and experience, 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.:
- 204 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, 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

- 221 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.
- 222 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,
- 223 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.

27. Advance
Payment and
Security

27.1. The Employer will provide an Advance Payment not exceeding 30% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

Section IV. 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;
- (b) “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 Employer’s Requirements, Section VI; 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 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 Representative s 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 in so far 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 fourteen (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 twenty eight (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), (e) 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 Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

- 3.7 Documents Prepared by the Service 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 Overpayment
- If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in 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. Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made 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 F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service 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 Appendix 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 twenty-eight (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

821 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 not 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.

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

823 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 VIII. Security Forms

Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Agency]* having our registered office at *[address]* (hereinafter called “ the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name, and address]

Annex B Form: Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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 _____

Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* 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 remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Envelope 1 - "QUALIFICATION AND EXPERIENCE INFORMATION"

Annex D Form: Manufacturer's Authorization

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

No.: UK/GA/GA03/2021/55

To: **Vice Chancellor, University of Kelaniya**

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Annex E Form: 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: _____

Annex F Form: 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

- 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]

VOLUME II



University of Kelaniya

Invitation for Bids

Supply, Installation and Commissioning of the University Wide Wireless Network - University of Kelaniya, Dalugama, Kelaniya - UK/GA/GA3/2021/55

1. The Chairman Department Procurement Committee on behalf of the University of Kelaniya now invites sealed bids from eligible and qualified bidders Supply, Installation and Commissioning of the University Wide Wireless Network - University of Kelaniya, Dalugama, Kelaniya. Bidding will be conducted through National Competitive Bidding (NCB).
2. Qualification requirements to qualify for contract award include, Qualification requirements to qualify for contract award include,
Having valid relevant business registration in Sri Lanka
The bidder must have at least 3 years of experience in deploying similar WLAN solutions and employ a minimum of two engineers certified for the equipment used for the solution.
Having at least one completed wireless network to an amount of Rs. 10,000,000.00 or more during the last three (03) years.
The manufacturer of access points must be listed in the 'Leader' quadrant of the Gartner Magic Quadrant for the Wired and Wireless Access Infrastructure for the last 3 years.
Manufacturer Authorization Letter (MAL) should be provided for wireless access points, switches, transceivers, optical fiber cables, UTP cables and for other items as specified in specification sheets included in this document.
3. Technical information can be obtained from the Director/ICT (Tel. No. 0716157707) and Bidding documents may be inspected free of charge through university web site. (www.kln.ac.lk) A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the Assistant Registrar, General Administration Division, University of Kelaniya, Kelaniya from **03rd January 2022 to 24th January 2021** on working days **from 9.00 a.m. - 3.00 p.m.**, upon payment of a non-refundable fee of **Rs. 8,000.00**. The method of will be in cash.

4. Completed bids should be addressed to the Chairman Procurement Committee, **C/O Assistant Registrar, General Administration Division, University of Kelaniya, Dalugama, Kelaniya** and shall be deposited in the tender box of the General Administration Division placed near the office of the Chief Security Officer, University of Kelaniya, Dalugama, Kelaniya, on or before **2.30 p.m. on 25th January 2022**
(Name of the contract and Number should be indicated in the left-hand corner of the envelop). Late bids will be rejected. Bids will be opened soon after closing at the presence of the bidders or their representatives who choose to attend. Bids should be accompanied with the payment receipt to be considered as a valid Bid.
5. Bids shall be valid up to 24th May 2022
6. All bids shall be accompanied by a Bid Security of Rs. 300,000.00 and valid up to 24/06/2022 issued by a Bank operating in Sri Lanka (registered in Central Bank of Sri Lanka) or Construction Guarantee Fund using the form of bid security included in section (VIII), Standard Forms or cash deposit to the shroff counter of University of Kelaniya.
7. A **pre-bid meeting** and site visits will be held on **12th January 2022** at **10.00 a.m.** at the ICT Centre of the University.

Chairman,
Departmental Procurement Committee,
University of Kelaniya, Dalugama,
Kelaniya.
02-01-2021

Section II - Bidding Data

- (1.1) (1.1) The Employer is Vice Chancellor, University of Kelaniya, Dalugama, Kelaniya

The name and identification number of the Contract is:

Supply, Installation and Commissioning of the University Wide Wireless Network - University of Kelaniya, Dalugama, Kelaniya - UK/GA/GA3/2021/55

- (1.2) The contract period is 04 months.
- (2.2) The information required from bidders in sub-clause 2.2 is;
- (a) Experience in similar assignments
 - (b) Work Plan and Methodology
 - (c) Key Staff
 - (d) Client reference
 - (e) Equipment
 - (f) Financial Capacity

Important: The bidder should attach documentary evidence to prove above requirements.

- (8.4) The address for submission of Bids is: “Chairman /Procurement Committee, C/O Assistant Registrar / General Administration Division, University of Kelaniya, Dalugama, Kelaniya

- (11.1) The Bid shall be valid up to 24/05/2022

- (12.1) The amount of Bid Security shall be Rs. 300,000.00
The bid security acceptable to the employer shall be unconditional bank guarantee from a Central Bank approved bank operating in Sri Lanka or a cash deposit. The Bid Security shall be valid up to 24/06/2022

- (15.1) The deadline for submission of bid shall be on or before 2.30 pm on 25/01/2022

- (17.1) Bids will be opened immediately after closing at the Dean’s Committee Meeting Room, University of Kelaniya, Dalugama, Kelaniya.

- (26.0) The performance security acceptable to the employer shall be an unconditional guarantee
as per given format from a Central Bank approved bank operating in Sri Lanka to an amount equal to 5% of the contract price or a cash deposit.

20.3 - Basic Eligibility

The following factors and methodology will be used for evaluation:

Basic Eligibility:

1. Having valid relevant business registration in Sri Lanka
2. The bidder must have at least 3 years of experience in deploying similar WLAN solutions and employ a minimum of two engineers certified for the equipment used for the solution.
3. Having at least one completed wireless networks to an amount of Rs. 10,000,000.00 or more during the last three years.
4. The manufacturer of access points must be listed in the 'Leader' quadrant of the Gartner Magic Quadrant for the Wired and Wireless Access Infrastructure for the last 3 years.
5. Manufacturer Authorization Letter (MAL) should be provided for wireless access points, switches, transceivers, optical fiber cables, UTP cables and for other items as specified in specification sheets included in this document. (The format is given under Section VIII)

Other Requirements:

1. Bidders are required to quote for each and every item mentioned in the bidding document.

Criteria for Evaluation:

Schedule:

Category	Criteria	Maximum Points	Minimum Points
A	Completed similar Wi-Fi deployments of Rs.10m or more during last five years (5 marks per project, Max 20 marks) Completed Wi-Fi deployments of Rs.10m or more using quoted brand of access points and switches during last five years (5 marks per project, Max 15 marks)*	25	15
B	Client references on completion of projects (3 marks per project, Max 6 marks)	12	06
C	Bidder certification (relevant ISO, EM3) (4 marks per certificate, Max 8 marks) Relevant certifications from the principle for staff relating to networking/wireless networking (2 marks per certificate, Max 8 marks) Availability of staff with relevant qualifications to install networks/ wireless networks (2 marks per person, Max 8 marks)	24	12
D	Availability of RMA facility (5 marks) Response time – (3 marks for next business day, 5 marks for 5 or less hours) Availability of limited lifetime warranty for access points** (6 marks) Availability of limited lifetime warranty for switches** (6 marks)	22	12
E	Coverage of the proposed heat map (8 marks) Proposed solution is a high availability solution (can function with a failed hardware controller) (5 marks) Equipment used to test and generate the heat map (4 marks for Ekahau, 2 marks for other acceptable brands)	17	10
	Total	100	55

* If the same project is considered for both criteria under category A, only 5 marks per project will be awarded

** Availability of warranty beyond the warranty period specified in this document.

Relevant document must be submitted to consider awarding of marks.

Bidders who have not submitted the requested documentary proof may be subjected to rejection

Section III. Technical Proposal Submission Form and Qualification Information

Technical Proposal Submission Form

[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.

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: _____

Qualification Information

The information to be filled by bidders in the following tables. These data will be used for the purposes of evaluation as described in the instructions to bidders. (Attach additional pages as necessary)

Schedule A – Experience in Similar Assignments During Last Five Years (Relevant Proof Documents should be attached (e.g. Award Letters / Acceptance Letters, Purchase Orders) (enclosed in envelope marked, “ Envelope 1 ” – Qualification and Experience Information)				
Contract Period	Employer Name	Description of Works	Contract Amount (LKR)	Contractors Responsibility (%)
		Total		

Name & Signature of the Bidder

Company seal :

Schedule B – Work Plan and Methodology

(Should represent all the requirements given in the Employer’s Requirements as a Gantt Chart)
(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)

The information to be filled by bidders in the following tables. These data will be used for the purposes of evaluation as described in the instructions to bidders. (Attach additional pages as necessary)

Schedule – C – Key Staff Qualification and Experience Information of the Bidders staff members / Engineers (e.g. BSc, MSc, HND CCNA, ACMA, ACSA and etc.). Service Provider should clearly mentioned names and qualifications of all the staff members that would be assigned to this work. (Staff members could be permanent Staff or Sub Contractor Staff) (enclosed in envelope marked, “ Envelope 1 ” – Qualification and Experience Information)				
Employee Name	Employee Type (Permanent / Sub Contracted)	Position / Designation	Assigned Task	Qualification

Name & Signature of the bidder

Company Seal:

Schedule D - Client's Reference

These data will be used for the purposes of evaluation as described in the instructions to bidders. (Attach additional pages as necessary)

The references made by the previous clients, about the quality of the services provided by the bidder will be evaluated.

The list of satisfactory client references that includes minimum of client name, name of contract, value of contract, contract period and contact details of client.

Attach Completion Certificates, Recommendation Letters and etc. given by the clients', making references on the services executed by bidder.

(Enclosed in envelope marked, "**Envelope 1**" – Qualification and Experience Information)

Name & Signature of the bidder

Company Seal:

The information to be filled by bidders in the following tables. These data will be used for the purposes of evaluation as described in the instructions to bidders. (Attach additional pages as necessary)

Schedule E – Equipment Proposed			
Details about the equipment that will be used (e.g. Fluke, OTDR). Details about software tools (e.g. VisiWave)			
(enclosed in envelope marked, “ Envelope 1 – Qualification and Experience Information)			
Equipment			
Equipment Name	Equipment Make	Equipment Model Number	Capacity / Features
Software Tools			
Software Name	Software Version	Software License (Free, Commercial)	Features

Name & Signature of the bidder

Company Seal:

Schedule F – Financial Capacity

Year	Turn-over	Total Assets	Total Liability	Remarks
1				Attach audited reports
2				
3				

Where F=3 and f=0.3

Works in hand

Name of Employer	Description	Value Rs.	Months to Complete
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Section V. Contract Data

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
---------------------------	---

1.1(e) The contract name is:

Supply, Installation and Commissioning of the University Wide Wireless Network - University of Kelaniya, Dalugama, Kelaniya

1.1(h) The Employer is : Vice Chancellor, University of Kelaniya, Dalugama, Kelaniya

1.1(m) The Member in Charge is *[name of Member Leader of the Joint Venture].*

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

1.4 The addresses are:

Employer: University of Kelaniya, Dalugama, Kelaniya

Attention: Assistant Registrar / General Administration Division

Tele: 0112903116/117

Service Provider:

Attention:

Tele:

Facsimile:

1.6 The Authorized Representatives are:

For the Employer: Director/ICT Centre, University of Kelaniya

For the Service Provider

2.1 The date on which this Contract shall come into effect is

2.2.1 The Starting Date for the commencement of Services is

2.3 The Contract Period is 4 months

3.5(d) The other actions are _____.

3.8 The liquidated damages rate is 0.05 percent per day

The maximum amount of liquidated damages for the whole contract is 5 percent of the final Contract Price.

The Defects Liability Period is 1 Year.

5.1 [Note: List here any assistance or exemptions that the Employer may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable].”

6.2(a) The amount is : Selected bidder’s contract price will be inserted.

(d) Payments shall be made according to the following schedule:

- Advance for Mobilization, Materials and Supplies: 30% of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:

Contract Duration	Milestones	Payment Percentage
SIX (6) Months	Delivery of all the Active and Passive Equipment and Material to the site.	30%
	Successful completion of services by the Service Provider as per Section VII: Activity Schedule and Section VI: Employer’s Requirement.	65%
One year after completion	Release of Retention	5%

Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

The amortization of the Advance mentioned above shall be completed when the progress payments have reached 30% of the contract price.

The bank guarantee shall be released when the total payments reach thirty (30) percent of the lump-sum amount.

Appendix A—Description of the Services

The University of Kelaniya is inviting bids from interested bidders for the expansion of existing Wi-Fi network/new installation of Wi-Fi network for the university. The existing Wi-Fi system covers selected areas within the university premises. However, the university plans to expand the coverage to meet the increasing demand from users. The proposed solution is expected to cover a major part of the Dalugama premises (excluding hostels).

Map of the areas where the project should cover Wi-Fi



Scope

The proposed Wi-Fi system should cover all designated interior and exterior areas within the marked areas. Interior areas include lecture rooms, offices, staff rooms, common areas, study rooms, etc. Exterior areas include outside of buildings where staff/students require connectivity to the university network. The proposed system should meet all coverage and capacity requirements for all locations based on average occupancy and usage (average capacities and average user numbers will be provided to prospective bidders).

Bidders are able to propose a solution that repurposes the existing infrastructure including use, modification, relocation of existing Wi-Fi systems to meet the coverage requirements to minimize the cost. Requirements for repurposing such as additional switches, cabling, etc. should be included in the proposal. Bidders may also provide entirely new proposals to meet the university's requirements.

General Conditions

- The university of Kelaniya expects the bidders to propose the best in breed products to meet the optimal functionality of the system with High availability and maximum reliability.
- All costs including components, accessories, civil work, cabling (network and power), etc. must be included in the proposal.
- The bidder must obtain all necessary information to ensure Wi-Fi network design and installation comply with the requirements of the university.
- The bidder must provide design diagrams along with the proposal and obtain the approval from the Director, ICT Centre of the university prior to the deployment of the solution.
- The Bidder may propose an entirely new solution without considering the existing access points installed in the university or can consider including existing access points which are in good working order for their solution.
- The bidder must use industry standard tools and techniques when conducting the User Acceptance Testing and submit the list of such tools expected to be used for this purpose.
- The bidder must submit emulated/simulated heat maps along with the proposal, conduct an actual test once the solution is deployed and submit the report to the university for approval.
- The bidder must use Ekahau Site Survey and Heat Map Visualizations tools or similar industry accepted tools to evaluate and generate the heat maps.
- The bidder must provide the as-built diagrams and complete set of low-level diagrams, configuration backups once the solution is deployed successfully.

- Surge protectors must be added to the Access Points (AP) exposed to the outside, and those surge protectors must be grounded. Furthermore, IP Rated Enclosures must be used to protect such APs.
- CAT 6 and optical fiber cables with the given specifications must be used for internal and external cabling works respectively.
- A Three (3) year comprehensive warranty for the entire solution must be provided.
- The bidder must bear all costs of maintenance, user support and repair/replacement costs for all equipment and data links installed as part of the solution (except APs and cabling works used) during the warranty period. The bidder's maintenance policies must be submitted along with the proposal.
- OEM must maintain a local parts depot in Sri Lanka, or the distributor/bidder must maintain spares required for the solution, especially APs.
- The bidder must provide MALs for Access points, Hardware controller for access points, switches and transceivers, Optical fibre cables and CAT6 cables
- As part of the solution, vendor must use enterprise class access points, hardware controller for access points, and switches.
- The bidder must have at least 3 years of experience in deploying similar WLAN solutions and employ a minimum of two engineers certified for the equipment used for the solution. Documentary evidence must be provided with the proposal.
- The bidder must consider the number of users, concurrent users and their data usage patterns when determining an AP for a particular location. required information to be obtained by bidders during site visits. The bidder should provide details of APs and location plan along with their proposals.
- The bidder must comply with the rules, regulations and policies of the University.
- Distributor letter to certify components are provided through them.
- TRC approval for access points to be provided at the completion of the deployment of the solution.
- In addition to access points (AP) deployed as per solution proposed, 10% of each AP model deployed should be handed over to the university as backup units subject to min. of 2 APs and max of 5 APs per model.
- The bidder must supply all the modules, accessories, licenses, and peripherals required to deploy a fully functional solution that complies with industry standards and best practices.

- The bidder must obtain the approval for all active and passive components of the solution prior to deployment.
- All switches and transceivers included in the solution must be of the same brand as APs.
- Client Access Licenses must be either perpetual or provided for a 5-year subscription period
- The solution should include a NetAlly Smart Network Tester (LinkRunner G2).

Functionality

- The RSSI must be -65 dBm or better at any given location within the area of coverage specified in the scope.
- Each user must receive at least a 3 Mbps bandwidth experience.
- The solution must include a hardware controller to manage the wireless network.
- The proposed system must support wireless standards 802.11 a/b/g/n/ac/ax except for APs located in rooms of individual members of staff.
- The proposed system must support a minimum of 2x2 MU-MIMO except for APs located in rooms of individual members of staff.
- The proposed system must support security standards, including 802.11 Wi-Fi Protected Access (WPA2-Enterprise, WPA3-Enterprise), Wired Equivalent Privacy (WEP), 802.1X with multiple Extensible Authentication Protocol (EAP) types, including Protected EAP (PEAP), EAP with Transport Layer Security (EAP-TLS), EAP with Tunneled TLS (EAP-TTLS).
- The proposed system must support centralized user management with RADIUS, LDAP.
- The controller, APs and switches included in the solution must support Command Line (Console and SSH) and Web UI.
- The proposed system must support third-party system Integration support with REST API.
- The proposed system must support Client Health Monitoring and a granular level of pre-defined reporting/report customization.
- The university prefers if the proposed solution is designed as a high available solution where functionality of the WLAN can be maintained even when the hardware controller fails.
- The system must support Advance Client Roaming and Radio management technology to improve client wireless experience and avoid sticky clients.
- The system must support automatic managing all RF parameters to achieve maximum performance.

Appendix B—Schedule of Payments and Reporting Requirements

Schedule of Payments mentioned in the Section V - Contract Data - 6.4

Reporting Requirements

The bidder must submit all the requested Ekahau/FLUKE Reports, OTDR Reports, Wi-Fi Heat Maps and Topology Diagrams mentioned in **Section VI: Employer's Requirement.**

Appendix C—Key Personnel

Service Provider must provide details of Resource Allocation with respect to Schedule B - Work Plan and Methodology and Schedule C – Key staff. (Service Provider should mention which staff member will be allocated to which task and the duration of that allocation)

Appendix D—Services and Facilities Provided by the Employer

Electricity will be provided by the University during the Contract period.

Section VI. Employer's Requirements Schedule of Requirements

Minimum Specifications for CAT 6 UTP Cable

Key Features	Required Specifications	Response	
		(Yes/No)	Remarks
Brand	Specify		
Make	Specify		
Model	Specify		
Country of Origin	USA, Europe		
Countrv of manufacture	Specify		
Type	23 AWG Solid Bare Copper, Unshielded Twisted 4 Pair, Category 6, ANSI EIA/TIA 568-D.2: 2018, ISO/IEC 11801 standard.		
Applications	Generic cabling systems, Primary (Campus), Secondary (Riser), Tertiary (Horizontal) IEEE 802.3 10Base-T; 100Base-T; 1000Base-T IEEE 802.5 16 MB; ISDN; TPDDI; ATM IEEE 802.3af (PoE); IEEE 802.3at (PoE+) 250MHz Category 6		
Conductors	Solid copper wire Nom. $\geq \text{Ø } 0.546 \text{ mm}$ (23AWG)		
Insulation	Polyethylene/Polyolefin, Nom. $\text{Ø } 0.95/1.01 \text{ mm}$		
Jacket	LSZH jacket complying to: IEC 60332-1-1: 2015; IEC 60332-1-2: 2015; IEC 60754-1: 2011; IEC 60754-2: 2011; IEC 61034-2: 2013		
Pair Separator	Cross-member (+) fluted Spline.		
Frequency tested up to & Third party certification (ETL)	250MHz; ETL Test Reports of ANSI/TIA-568-D.2; 2018 & ISO/IEC 11801 of cable performance upto 250 MHz to be provided.		
Packing	Box of 305 meters		
Cable Outer Diameter	Nom. $\text{Ø } 6.1 \text{ mm}$		
Delay Skew	$\leq 45 \text{ ns}/100\text{m}$		
Bend Radius	Specify with Load - without Load -		
Impedance	100 Ohms + / - 15 ohms,		
Mutual Capacitance	5.6 NF MAX /100 Mtr.		

DC Loop Resistance	$\leq 187.6 \Omega/\text{km}$		
Velocity of Propagation Delay	65%		
Performance characteristics @ 250 MHz	Max. Attenuation : 33 dB/100m Min. NEXT : 38.3 dB Min. PS NEXT : 36.3 dB Min. Return Loss : 17.5 dB Min. ACRF : 19.8 dB Min. PSACRF : 17.3 dB		
Operating Temperature Range	-20 to + 60 deg C		
Bidder Qualifications	Bidders should have at least 2 engineers with necessary valid installer certification from the quoted brand. Proof of same must be attached Bidders should have necessary valid installer certification for the quoted brand. Proof of same must be attached Manufacturer Authorization for the quoted brand must be attached		
Warranty	At least 25 years Warranty for the quoted brand from the Manufacturer must be provided. Process for this must be attached with a bid Manufacturer Warranty Certificate must be submitted upon competition of project		

Minimum Specifications for Single Mode Optical Fiber Cable

Key Features	Required Specifications	Response	
		(Yes/No)	Remarks
Brand	Specify		
Make	Specify		
Model	Specify		
Country of Origin	USA, Europe		
Country of manufacture	Specify		
Fiber type	9 / 125, OS2 Outdoor Loose Tube Armored Self Supporting Aerial Fiber Cable		
@ 1310nm	≤ 0.36 dB / 0.22km		
@ 1550nm	≤ 0.5 dB/ 0.4km		
Bandwidth			
@ 1310nm	≥ 4700 MHz-KM		
@ 1550nm	≥ 4700 MHz-KM		
Tensile rating	Long Term ≥ 600 N Short Term ≥ 1500 N		
Maximum Crush resistance	≥ 1000 N / 100mm		
Operating Temperature	-40 °C to 70 °C		
Outer Jacket	PE (Black)		
Standards	Bellcore GR-20-CORE ISO/IEC11801 ANSI/TIA/EIA Cabling Standard 568-C.2 CENELEC EN 50173 IEC60794-1		
ROHS	ROHS/ELV Compliant		
Support	Should be a Fluke listed product		
Applications	10Gbps Ethernet 550MHz Broadband Video SAN, Data Center		
Bidder Qualifications	Bidders should have at least 2 engineers with necessary valid installer certification from the quoted brand. Proof of same must be attached		
	Bidders should have necessary valid installer certification for the quoted brand. Proof of same must be attached		
	Manufacturer Authorization for the quoted brand must be attached		
Warranty	At least 15 years Warranty for the quoted brand from the Manufacturer must be provided. Process for this must be attached with a bid		
	Manufacturer Warranty Certificate must be submitted upon competition of project		

Minimum Specifications for Multi-Mode Optical Fiber Cable

Key Features	Required Specifications	Response	
		(Yes/No)	Remarks
Brand	Specify		
Make	Specify		
Model	Specify		
Country of Origin	USA, Europe		
Country of manufacture	Specify		
Fiber type	50/125 μ m (OM3), Outdoor Loose Tube Armored Self Supporting Aerial Fiber Cable		
@850nm	≤ 3.0 dB / km		
@1300nm	≤ 1.0 dB / km		
Bandwidth			
@850nm	>2000 MHz/km		
Tensile rating	Long Term 600 N Short Term 1500N		
Maximum Crush resistance	1000 N / 100mm		
Operating Temperature	-20 Degree C to +70 Degree C		
Outer Jacket	LSZH		
Should comply mentioned standards	Bellcore GR-20-CORE ISO/IEC11801 ANSI/TIA/EIA Cabling Standard 568-C.2 CENELEC EN 50173 IEC60794-1		
ROHS	ROHS/ELV Compliant		
Support	Should be a Fluke listed product		
Country of Origin	USA, Europe		
Applications	10Gbps Ethernet 550MHz Broadband Video SAN, Data Center		
Bidder Qualifications	Bidders should have at least 2 engineers with necessary valid installer certification from the quoted brand. Proof of same must be attached		
	Bidders should have necessary valid installer certification for the quoted brand. Proof of same must be attached		
	Manufacturer Authorization for the quoted brand must be attached		
Warranty	At least 15 years Warranty for the quoted brand from the Manufacturer must be provided. Process for this must be attached with a bid		
	Manufacturer Warranty Certificate must be submitted upon competition of project		

Section VII

Form of Bid and Activity Schedule

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: _____

Activity Schedule - Envelope 2 - "ORIGINAL OF FINANCIAL BID"

Activity Schedule

	Activity Name	Description	Outcomes	QTY	Cost	Remarks
1	Collecting the documents	WiFi Project requirement explanation document				
2	Visiting and inspecting the Site (Requirement gathering)	Visit the site and identify the requirement	AP locating plan			
3	Preparing the plans and generating heat maps	Should propose simulated heat map for each and every locations	Heat Maps (simulated)			
4	Proposing AP count	That count should include the type and the quantity with respect to each model	AP count			
5	Identify the new switches need locations	Should provide the count of switches proposing to add	Switches count			
6	Identify the other accessories when locating new switches	Should identify the Switch racks, SFP module, Patch codes, Power bars	Other relevant accessories count			
7	determine the additional infrastructure requirement	Should provide a list of locations that needs the power for the equipment	Lists of locations			
8	Identify the UTP cable quantity	Should provide the quantity of cable length or number of boxes	UTP Cable quantity			
9	Identify the Fibre cable quantity	Should provide the quantity of cable length	Fibre Cable quantity			
10	Identify APs (existing) that can be relocated		AP (existing) count to relocate			
11	Determine the costs to relocate the existing AP's	Should provide the re locating Plan and BOQ	Cost of relocation			
12	Deploying the Wi-Fi solution	Create priorities scheduled for implementation	Functional Wi-Fi network			
13	Test the solution	Check the minimum bandwidth and user experience	Test report			
14	Generating heatmaps		Actual heatmap			
15	Train the supporting and technical staff	Provide training for troubleshooting and controlling	Training Program			
16	Handover the solution to the university		Completing of the project			

Description	Amount (Rs.)
Sub Total - 01	
Deduct : Discounts (if any)	
Sub Total - 02	
Add Contingencies - 10%	
Bid Price (without VAT) Carried to form of Bid	
Amount in Words:	
Add VAT 8%	
Grand Total including VAT	

Company Seal :

Signature of Bidder:

VAT Registration Number:

(VAT Registration certificate should be attached)

Date: