

Tender No:

KDU/PRO/LIB/4022/2020



General Sir John Kotelawala Defence University,
Kandawala Estate, Ratmalana, Sri Lanka.
T: Phone: Exchange 2632028, 2622995
Fax: OCLS 2622504
Procurement Officer 2623599
Web : www.kdu.ac.lk

06 /10/ 2020

INVITATION TO BID AND GENERAL CONDITIONS OF TENDER

1. The Vice Chancellor of the General Sir John Kotelawala Defence University, as the Chairman, Department Procurement Committee invites Bid/s from prospective Bidders for supply of **items listed in the schedule in Annex “A”**. **The relevant specifications of the items are indicated in Annex “B”**.

2. **CLOSING DATE & TIME**. The tender will close at 1000 hrs 20 /10/2020 . Any Bid submitted after the closing time of the tender will be rejected & unopened such bids will be returned to the bidder.

3. **VALIDITY OF BID**. The bid submitted under this tender **must be valid for a period of 120 days from the date of closing of tender**.

4. **BID BOND / GUARANTEE**.

(a) If the quoted bid value exceeds Rs: 2,000,000.00, such Bids should be accompanied with 1% of Bid Value an “on demand” and “unconditional” Bid Bond/Guarantee for a sum of **Rs:** in the format given in Annex “C” through a recognized local Bank or Insurance Company registered in Sri Lanka which is authorized by the Insurance Board of Sri Lanka to issue such Bid Guarantees. All Bid Bond/Guarantees should be valid for at least 30 days more than the validity period of bids, ie, for 150 days from the date of Bid opening. **Cheques will not be accepted as Bid Guarantee**.

(b) Submission of insufficient Bid Bond/Guarantee value or period will be considered as a “**major deviation**” and such offer will not be considered for further procurement action and will be rejected.

5. **VALUE ADDED TAX**. The Bidders who bid for locally delivered items must have the VAT registration. The VAT portion must be shown separately in the price schedule in Annex “A” and VAT registration number must be indicated. If the quoted item is exempted from VAT or Bidding Company is not liable for VAT, reference number and date of relevant Act number/Gazette notification/a certificate (as applicable) **issued for the current financial year** from the Commissioner General of Inland Revenue to that effect should be submitted along with the Bid.

6. **BID SUBMISSION**. The **bidder must duly sign at the last page (before Annexes) of this document** indicating the name of the signatory and the name of the company & place the company common seal to confirm the acceptance of tender conditions. **The Bid/s that do not include authorized signature will be rejected**. The Bid/s duly signed by the bidder enclosed and sealed in an appropriate cover addressed to the following address should be sent by registered post or could be deposited in the **appropriate tender box placed at General Sir John Kotelawala Defence University, Kandawala Estate, Ratmalana** (at the Main Entrance of General Sir John Kotelawala Defence University) on or before the time & date specified for the closing of tender. **The tender reference number, date & time of closing tender should be indicated & underlined at the top left corner of the envelop**.

Tender Ref No :.....
Closing Date & Time :.....

The Chairman,
Department Procurement Committee,
General Sir John Kotelawala Defence University,
Kandawala Estate, Ratmalana,
Sri Lanka.

7. The Bid/s must be submitted in the attached schedule of prices in Annex “A” as applicable. However, bidders could use similar formats prepared with their own letter heads with all the details mentioned therein and submit in **three copies along with duly signed copy of a General Conditions of tender**. The Bid/s must contain **Technical Literature, Pamphlets, Drawings and Quality Standard Certificate etc** necessary to determine characteristics of items offered and in case of Machinery/Vehicles & Equipment, servicing and workshop data/after sales service, back up facilities or any other facilities provided by the supplier.

8. **SUBMISSION OF SAMPLES/PAYMENT OF TESTING CHARGES**.

When it is required to submit samples, **every offer** must be accompanied with pre - marked samples. The marking of samples **indicating the Bidder & Offer number** must be done and the samples must be handed over to the officer at same place where tender box is placed **on or before the closing date & time of the Bid**. Samples submitted after closing time of the Bid will be rejected. The documents such as Air Way Bills etc, will not be accepted in place of samples. When the testing charges are required to be paid, bidders shall pay testing charges separately **for all offers** indicated in their bid/s.

(1) **Samples**. Please submit Samples.

(2) **Testing Charges**. A sum of Rs. **per offer** must be paid to the Bursar of KDU, prior to the submission of bid and a copy of the receipt must be annexed to the bid. It is the responsibility of bidder to inform the Cashier of the Account Office to note the tender number on the receipt issued for such payments.

9. **BID OPENING**. All duly received bids **will be opened immediately after the scheduled closing time of Bids at**

the same venue. Bidders or their accredited agents could be present at the time of opening of bids.

10. **PRICES.**

For locally delivered items (including locally manufactured items & foreign items imported by the bidders) price must be quoted in Sri Lankan Rupees, inclusive of all charges for delivery of items to General Sir John Kotelawala Defence University Ratmalana, Faculty of Allied Health Science (FAHS) Werahera and University Hospital Werahera or Southern Campus Sooriyawewa. **Unit price, VAT and Total price should be clearly indicated in schedule in Annex “A”**. Other than VAT, all other type of taxes (eg : NBT, BTT, etc.) should not be indicated separately and should be included in unit price.

11. **RESTRICTED TENDERS.**

Invitation to Bids are circulated among the registered suppliers with Ministry of Defence (MOD), only bids submitted by registered suppliers will be allowed for consideration. However, Chairman, Department Procurement Committee reserves the right to invite the bids from multiple combinations of Procurement Methods as stipulated in Chapter III of the Government Procurement Guideline, 2006 to ensure highest competitiveness.

12. **PERFORMANCE BOND/GUARANTEE.**

A successful bidder shall furnish a Performance Bond/Guarantee in the form of “On Demand” & “Unconditional” Bank/Insurance Guarantee for a sum equivalent to 10% of the contract value for every contract that exceeds Rs. 2,000,000.00 or equivalent amount in foreign currency through a recognized Commercial Bank registered in Sri Lanka or through an Insurance Company authorized by the Insurance Board of Sri Lanka to issue such Performance Guarantee for this purpose, **within two weeks from the date of notification of award**. The proceeds of the Performance Bond/Guarantee shall be payable to the Vice Chancellor of the General Sir John Kotelawala Defence University as compensation for any loss resulting from the supplier’s failure to complete his performance obligations under the contract. If the contracted supplier fails to deliver the items on time or fails to complete the works as per the agreed contract, **THE TOTAL VALUE OF THE PERFORMANCE BOND/GUARANTEE** will be forfeited. If only partial delivery is made during the agreed contract period, the corresponding value percentage of undelivered quantity from the Performance Bond/Guarantee will be forfeited.

13. **SIGNING OF CONTRACT.**

The notification of award will be transmitted to the successful bidder by post, by fax or e-mail. This notification constitutes the formation of the contract. The successful bidder should submit his written acceptance for the award and performance bond / guarantee (For awards over Rs. 500,000.00 without VAT) within 14 days of receipt of such notification. Upon acceptance of the award and furnishing of the Performance Bond/Guarantee, the successful bidder will have to enter into a formal contract with the Vice Chancellor of the General Sir John Kotelawala Defence University by signing the Contract.

14. **DELIVERY.**

Preference will be given for early delivery. In case of bulk supplies for locally manufactured items, the delivery of **total quantity must be completed within 120 days of signing of contract**, unless mutually agreed for extended delivery period with General Sir John Kotelawala Defence University. **The bidder/s must indicate the proposed delivery schedule in Annex “E”**. In the event of placing a purchase order with the successful bidder, the total quantity so ordered must be supplied as one consignment unless part deliveries are agreed upon in the contract. The deliveries not made as per agreed delivery schedule will be considered as bad performances by the suppliers and **no extended delivery period will be authorized**. Under extreme unavoidable conditions too, the Chairman, Department Procurement Committee (Vice Chancellor of the General Sir John Kotelawala Defence University) reserves the right to grant or refuse delivery period extensions only within the current financial year with or without liquidated claim for delayed deliveries and that decision will be final.

15. **LIQUIDATED DAMAGES.**

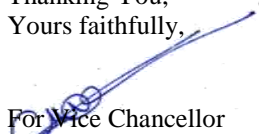
In case of delivery period extensions requested by the successful bidder, a sum equivalent to 1% of the total value of the delayed supply per delay of one week or part thereof may be deducted from the payment due to the supplier from the General Sir John Kotelawala Defence University as liquidated damages up to the maximum limit of 12% of the total value of delayed supplies.

16. **PAYMENT TERMS FOR LOCALLY DELIVERED ITEMS.**

Payment will be made after acceptance of items which should be subjected to a pre-acceptance inspection/testing by General Sir John Kotelawala Defence University authorities. The delivery made to the General Sir John Kotelawala Defence University should not be considered as quantities taken over by General Sir John Kotelawala Defence University until items are properly accepted after pre-acceptance inspection. Any item that does not conform to the specifications or already approved sample will be rejected & it is the responsibility of the supplier to remove them from General Sir John Kotelawala Defence University stores/premises within 07 working days of such intimation (either verbal or written) at his own cost and replace them with items conforming to specification within one month of such rejection. The bidder shall allow approximately 60-90 days period of credit from the date of acceptance of items for Account Office, General Sir John Kotelawala Defence University to obtain liquid cash from General Treasury & release the payment.

17. **RIGHTS OF THE PROCUREMENT COMMITTEE.**

The Department Procurement Committee reserve the right to accept or reject whole or part of this tender and their decision will be final. The successful bidders will be notified. Information with regard to rejected or unsuccessful bids will not be communicated.

Thanking You,
Yours faithfully,

For Vice Chancellor
General Sir John Kotelawala Defence University

I/We agree to abide by the conditions of tender and undertake to supply the items as per delivery schedule mentioned in the contract, in the event of an order been placed with me/my firm/company as a result of this tender.

..... Signature
..... Name of Signatory
.....Name of the Company/Bidder

Date :- Company seal

SCHEDULE OF PRICES FOR LOCALLY DELIVERED ITEMS

S/N	ITEMS	DENO	QTY	PRICE EACH SLRS	TOTAL PRICE
	<u>RENEWAL OF VIRUS GUARD FOR KDU DESKTOP/LAPTOP SECURITY</u>				
	Antivirus Software for Endpoints for 1000 Clients PCs				
*	Purchase of New Commercial Virus Guard for 1000 Desktop/Laptops for 03 years				
	Attached as Annex 'B'				
	TOTAL				
	DISCOUNT				
	TOTAL(AFTER DISCOUNT)				
	VAT %				
	GRAND TOTAL				

2. a. Country of Manufacture:-.....
- b. Name of the manufacturer and address : -
3. VAT Registration No.:
4. Name of the Company :
5. Tel:..... Fax:.....
6. Other contact details:.....
7. Testing Charges Paid. : Rs..... Receipt No and Date:
8. Signature of Bidder : Company Seal :-
9. Date. :
10. MOD registered No. :

Extra Specification : YES

Specification of Antivirus Software for Endpoints for 1000 Clients PCs

Sr. No	Specification	Yes/ No	If No Bidders/ Remarks
1	The antivirus solution should provide enhanced antivirus protection for desktops & servers of all the attacks originating from places inside/outside of the network due to virus and/or other malicious programming code.		
2	The antivirus solution Should have a Centralized Management Console		
3	The antivirus solution Should Support Multi -Platform operating system (Windows, Mac, Linux) and the same should be managed from a single Centralized Management console		
4	The antivirus solution Should have single, Configurable Installation with centralized configuration & policy management.		
5	Antivirus should support integration with Active directory for directory structure of computers for better management		
6	Automatic update of Antivirus Server from Vendor Site (Every 10 Min) & The client should get update from the local Server If updating from the Primary Server fails for any reason (such as the user being off the network) an attempt should be made to contact the Secondary Server (I.e Vendor site)		
7	Centralized scanning of all network Machines		
8	Antivirus Should be capable of pushing client installation from a centralized location and it should also support manual installation of client Via network share .		
9	Administrator should have flexibility to schedule Scan and update at the endpoints from central Server.		
10	Antivirus should be able to capture Viruses, Trojans, Worms, Spyware and Malware, adware and PUA from single agent.		
11	Antivirus Should have Host Intrusion Prevention System (HIPS)technology which works in 4 Layers to provide zero day protection without the need for updates (Unknown Virus Detection & Repair),		
12	Integrated HIPS for Easy of Management and Protection.		
13	Antivirus should have run time detection technology i.e behavioral & Heuristic scanning to protect from unknown viruses and buffer overflow protection integrated with AV scan engine for protection from threats/exploits that uses buffer overflow		
14	Antivirus Software must have the capability to clean, Quarantine or delete Viruses and should be able to detect new classes of viruses by normal virus definition update mechanisms		
15	Antivirus vendor should provide definitions with incremental updates. Should support daily update for definition files. Size of daily update should be extremely small in size (typically between 25 and 50kb in size		

16	Administrator Should be able to add files, folders or extensions to an exclude list so that they are not scanned on access.		
17	Should enable automatic submissions of unknown/suspected virus samples to vendor and automatic response/delivery of the cure.		
18	Administrator should be able to lock down all anti-virus configurations at the desktop & User should be prevented from being able to uninstall the anti-virus software.		
19	Administrator must be able to distribute new and update anti-virus software, virus definitions and Policies automatically to clients and servers from a central location .		
20	Administrator Should be able to initiate virus sweeps remotely in case of an outbreak.		
21	Antivirus should provide centralized event logging to locate and cure virus problems.		
22	Alerts on virus activity should be passed on to administrator		
23	Antivirus solution should have the ability to remove third party security software (Another vendor AV products)at the endpoints.		
24	Antivirus Should have Personnel Firewall (Client Firewall) with location awareness feature and it should block unsolicited inbound traffic, control outbound traffic, and apply policy rules based on traffic, ports, applications, and locations		
25	Antivirus solution Should have APPLICATION Control module with the ability to block or be alerted to the use of a long list of Unauthorized applications (E.g. File Sharing , Games, etc.)		
26	Antivirus solution should have integrated DLP module (For example a policy could be created to monitor Personally Identifiable Information or Credit Card numbers being copied to a USB stick or Email Client.)		
27	Antivirus solution should have integrated DEVICE control module with a features to set devices to " Read Only " , "Add Exceptions'" and " Block " Black listing and whitelisting of the devices.		
28	Antivirus solution should have a Live web protection module Integrated into existing endpoint agent with no endpoint configuration required to Blocks URLs that are hosting malware and Should Support all major browsers - IE, Firefox, Safari, Opera, Chrome		
29	Vendor Should have Threat analysis centers to provide proactive rapid protection against known and unknown threats		
30	Should Have Patch Assessment and Notifications		
31	Vendor Should have 24*7 toll free Global Technical Support .		
32	Solution should have decision caching technology , for scanning modes.		
33	Solution should have genotype technology .		
34	Should Have Web Filtering for Minimum 14 Categories and Ability to Intergrade with Full Web Security Functionality.		
35	Should have the capability to block downloads based on reputation		
36	Solution should have behavior-based analytics with in endpoint agent		

37	Capabilities to Publish Updates through HTTP and Report remote Machines through Internet.		
38	Initial Deployment Agent Should not be more than 200 MB		
39	Updates Should not be More than 30~ 50Kb, and should be 4 times a Day, to Reduce Minimum impact on Bandwidth		
40	Patch assessment for top Vendors and assistance to understand security risk on endpoints		
41	Data protection policy to Monitor data copied or shared through external Mediums and Internet Browsers		
42	It should stop crypto-ransomware and automatically rolls any impacted files back		
43	It should be able to mitigate the methods that the attackers use to exploit software vulnerabilities		
44	Solution should deliver records of forensic-level audit logging, tracking every change and cleaning the hidden malware		
45	It should detect the remains of malware and perform a deep system clean		
46	Device Blocking and Exceptions with Vendor and Model (Device ID)		
47	Standalone AV scanner in a Bootable format for All OS's		
48	Solution Should have to detect & block on malicious traffic from the endpoint agent itself		
49	Solution Should have Advanced Threat Protection		
50	AD Integration for Client deployment for New Machines Added on Domain.		
51	Supplier should be operating more than 5 years in local market Previous experience should be attached (For reference)		
52	Support should available 24 hours per day, 7 days per week, 52 weeks per year, including statutory, public and bank holidays.		
53	Carryout an annual remote system health checks monitoring and making recommendations for product parameter tuning to optimize performance.		
54	Training Should provide (at least 01 per year)		
55	Cost for 1000 no of Client licenses for 1 year		
56	Cost for 1000 no of Client licenses for 3 years		

SPECIMEN FORM OF BID SECURITY

By this Bond we (hereinafter called "the Bidder") and We (name of bank or insurance company) whose registered office is at (hereinafter called "the Surety") are held and firmly bound onto (hereinafter called the Authority") in the sum of for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by those presents.

Whereas the authority has invited the Tender and other persons to compete tenders in similar terms for the supply of and to submit the same for the consideration of the Authority, and the Bidder proposes to submit to the Authority a Bid (hereafter called "the Bid") in accordance with such invitation, the Bond shall provide security to the Authority that the Bidder will honour certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are:

- a. That it shall remain in full force and effect until the earliest of
 - i. (Date), being () days from (submission date), the date stipulated by the Authority for the submission of tenders, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing.
 - ii. In the event of acceptance of the Tender by the Authority, the date upon which the Bidder provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
- b. Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand form the Authority stating that.
 - i. The Bidder has withdrawn his Tender during the validity of this Bond, or
 - ii. The Bidder has failed to provide a performance security to the Authority in accordance with the terms of the tender within 14 days from receipt of intimation of award of the Tender.

No alteration in the terms of the Tender, nor any forbearance of forgiveness in or in respect of neither any matter or thing concerning the Tender on the part of the Authority, nor any objection from the bidder shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of Sri Lanka

I executed as a deed on this () day of (For and on behalf of the Bidder) 20 () For and on behalf of the Surety

Signed by -----

Signed by -----

In the capacity of -----

In the capacity of -----

and by -----

and by -----

In the capacity of -----

In the capacity of -----

Seal (where applicable)

Seal (where applicable)

DELIVERY SCHEDULE

(IT IS MANDATORY TO FILL THE FOLLOWING SCHEDULE BY THE BIDDER)

TENDER NO :

ITEM :

QTY :

DURATION	QTY
EX STOCK QTY (WITHIN 01 WEEK)	
01MONTH	
02 MONTHS	
03 MONTHS	
04 MONTHS	
TOTAL	

NAME OF THE BIDDER :

SIGNATURE OF BIDDER :

DATE :

COMPANY SEAL