Procurement of Goods
Under
National Shopping Procedures

Bidding Document

Invitation of Quotations

PROCUREMENT FOR SUPPLY & INSTALLATION OF TEN (10) NUMBER OF COMPUTER MONITORS

Contract No: DPA/ADMIN/01/PRO/IT/HARDWARE/7

Data Protection Authority,
First Floor, Block 5, BMICH,
Colombo 7.

September 2026

NPA/SBD/GOODS/01

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Vendors (ITV) • Section II. Bid Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Form of Bid, Price Schedule, Manufacturer's Authorization & Non-Collusion Affidavit • Section VI. Contract Forms • Section VII. General Conditions of Contract (GCC) • Section VIII. Contract Data (CD)
C: Preparation of Quotation	
3. Documents Comprising your Quotation	3.1 The Quotation shall comprise the following: (a) Form of Bid and the Price Schedules; (b) Technical Specifications & Compliance with Specifications
4. Quotation Submission Form and Price Schedules	4.1 The vendor shall submit the Form of Bid using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.

5. Prices and Discounts	5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. 5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered. 5.3 The applicable VAT shall be indicated separately. 5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The vendors shall quote only in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications". 7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given. 7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.
8. Period of Validity of quotation	8.1 Quotations shall remain valid for the period of sixty (60) days after The quotation submission deadline date.
9. Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be Signed by a person duly authorized to sign on behalf of the vendor.
D: Submission and Opening of Quotation	
10. Submission of Quotation	10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number. 10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.
11. Deadline for Submission of Quotation	11.1 Quotation must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.

12. Late Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
13. Opening of Quotations	13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet. 13.2 A representative of the bidders may be present and mark its attendance.
E: Evaluation and Comparison of Quotation	
14. Clarifications	14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered. 14.2 The Purchaser's request for clarification and the response shall be in writing.
15.Responsiveness of Quotations	15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received. 15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
16. Evaluation of quotation	16.1The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive. 16.2 To evaluate a quotation, the Purchaser may consider the following: (a) the Price as quoted; (b) price adjustment for correction of arithmetical errors; (c) Price adjustment due to discounts offered. 16.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.
17. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations	17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.
F: Award of Contract	
18. Acceptance of the Quotation	18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.

19. Notification of acceptance	19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.
20.Correction to Documents	20.1 Erroneous figures must be struck off by single line and the correct figure must be written clearly and initialed. All alterations s and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for Corrections.

Section II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is: **Data Protection Authority** Address: **First Floor, Block 5, BMICH, Colombo 7**
5.1	If the bidder is allowed to quote for less than the all the items specified, indicated the details – not allowed
5.2	Prices indicated in the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier. However, VAT shall not be included in the price but shall be indicated separately.
7.3	Manufacture's Authorization is required
11.1	Address for submission of Quotations is **Director General** **Data Protection Authority** **First Floor, Block 5, BMICH, Colombo 7** Deadline for submission of bid is **30.09.2026 at 2 .00 p.m**
13	The quotations shall be opened at the following address: **Director General** **Data Protection Authority** **First Floor, Block 5, BMICH, Colombo 7** **Bid Opening Date: 30/09 /2026** **Bid Opening Time: 2.00p.m**.
16.3	Other factors that will be considered for evaluation are: Accepted bids shall be evaluated by the Technical/Financial Evaluation Committees appointed for this purpose. The following factors and methodology will be used for evaluation. The purchaser will evaluate and compare the quotations determined to be substantially responsive based on Following: a. Bid Submission Form b. Price Schedule c. Manufactures Authorization Certificate d. Company Registration. (Documentary evidence shall be submitted) e. Past performance & experience in the field at least 05 years. Documentary evidence shall be produced to this effect. f. Technical Proposal including detailed specifications is properly filled and signed Confirm to the terms and conditions, and Specifications without any material deviation. g. Delivery Period. Preferably Ex stock, Bidder should supply, deliver and install the machines within 45 days from the date of notification Of contract award. / date of placing of Purchase Order. h. Warranty Period i. The Bidder or its subsidiaries or affiliated companies shall not be

	blacklisted by any government institution during past five (05) years (2020-2025). Declaration letter shall be provided. j. Mandatory submission of a Non-Collusion Declaration Form by the bidder. The award will be based on the lowest bidder whose quotation has been determined to be substantially responsive and offered the bid in compliance with the given specification

Section III: Schedule of Requirements

Line Item No.	Description of Goods	Quantity	Final Destination	Transportation and any other services	Delivery Date	
					Required Delivery Date	Bidder's offered delivery date
01.	Computer Monitors	10	Data Protection Authority First Floor, Block 5, BMICH, Colombo 7		45 Days	

Signature of the Bidder's authorized representative:

Name of the representative:

Company Stamp: Date:

Section IV: Technical Specification for Monitors

Purchaser’s Requirements		Bidder’s Response	
		Compliance	Remarks
Manufacturer	(Specify)		
Brand	(Specify)		
Model	(Specify)		
Country of Origin	(Specify)		
Country of Manufacture	(Specify)		
Manufacture Authorization	The bidder must provide a valid Manufacturer Authorization Letter (MAF) or an official Partner/Distributor Certificate from Apple confirming they are authorized to sell and support the specific equipment.	Yes/ No	
Vendor Experience	The bidder must have a minimum of three (3) years of corporate experience in supplying, delivering, and supporting enterprise-tier hardware platforms within Sri Lanka.	Yes/ No	
Panel Size	27” Widescreen (26.5” to 27” viewable area)	Yes/ No	
Display Type	QHD High Resolution	Yes/ No	
Native Resolution	2560 x 1440 (QHD)	Yes/ No	
Refresh Rate	144Hz or better	Yes/ No	
Response Time	1ms (MPRT)	Yes/ No	
Bezel Design	Frameless Design (Yes)	Yes/ No	
Cross-Platform Compatibility	Must support native video display under both Windows OS and Apple macOS platforms	Yes/ No	
Adjustability Stand	Height-Adjustable, Tilt (-5° to 21°), Swivel (-45° to 45°), and Pivot (-90° to 90°)	Yes/ No	
Primary Connector	1 x USB Type-C (DisplayPort Alt Mode) with Power Delivery up to 65W	Yes/ No	
Secondary Connectors	1 x DisplayPort (In), 1 x DisplayPort (Out), and 1 x HDMI (All matching cables must be supplied)	Yes/ No	

Brightness and HDR	Brightness: Minimum 300 nits (or higher) HDR Support: HDR10 or equivalent (optional but good for premium tier)	Yes/ No	
Colour Accuracy	Color Gamut: Minimum 99% sRGB or 90% DCI-P3 Color Accuracy: Delta E $\leq$ 2 (or equivalent)	Yes/ No	
Eye Comfort Features:	Flicker-free technology and Low Blue Light certification (TÜV Rheinland or equivalent)	Yes/ No	
Energy Efficiency	ENERGY STAR or equivalent energy efficiency certification	Yes/ No	
Warranty	3 Years comprehensive warranty from the OEM	Yes/ No	

Signature of the Bidder's Authorized Representative: Date

Name of the Representative:

Company Stamp:

Section V

Bidding Forms

Table of Forms

Section V
Form of BID

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

Date:……/……../2026

To: **Data Protection Authority**
We, the undersigned, declare that:

(a) We have examined and have no reservations to the document issued;

(b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods
[Insert a brief description of the Goods]
……………………………………………………………………….……………………………
……………………………………………………………………..……………………………
………………………………………………………………………………………………….
(c) The total price of our quotation including any discounts offered is:[insert the total quoted price in words and figure]:
…………………………………………………………………………………………………
….……………………………………………………………………………………………...
…………………………………………………………………………………………………

(d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1,and it shall remain binding upon sand may be accepted at any time before the expiration of that period;

(e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signature of the Bidder's authorized representative:

Name of the representative:

Company Stamp Date:

PRICE SCHEDULE

Line Item No.	Description of Goods	Country of Origin	Quantity	Unit Price (Excluding VAT) (Rs)	Total Price (Excluding VAT) (Rs)	Inland Transportation Cost (Rs)	Total Price Including Inland Transportation (Excluding VAT)	Total VAT (Rs.)	Total Price with VAT (Rs.)
01.	Computer Monitors		10						

Bidder's price shall be inclusive of all taxes except VAT. All other taxes shall be borne by the supplier.

Signature of the Bidder's authorized representative:

Name of the representative:

Company Stamp: Date:

Manufacturer's Authorization

[If requested under ITV clause 7.3,the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

<LETTER HEAD OF MANUFACTURER>

Date:………………………….

NO: ………………………….

To. Director General
Data Protection Authority
First Floor, Block 5, BMICH, Colombo 7

Manufacturer's Authorization Letter

WHEREAS

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

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

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

Name:*[insertcompletename(s)ofauthorizedrepresentative(s)oftheManufacturer]*

Title:*[insert title]*

....
{Place official stamp here}

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*
Dated on _____________day of ___________________, ________*[insert date of signing]*

Non-collusion Declaration

(Relevant Reference to the Procurement Guidelines - 1.5)

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No : DPA/ADMIN/01/PRO/IT/HARDWARE/7);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

....

Signature of the Declarant

Section VI

Contract Forms

Table of Forms

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[Insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of ………….. or corporation* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[Insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Section VII

General Conditions of Contract

Table of Clauses

Section VII

General Conditions of Contract

1. Definitions

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

(a) "Contract" means the Contract Agreement Entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any Amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the in the Contract Agreement, subject to such additions and adjustments thereto or Deductions there from, as may be made pursuant to the contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "GCC" mean the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Bid Data Sheet.

(i) "Related Services" means the services incidental to the supply of goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier

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

(m) "The Project site" means the services shall be performed at such locations specified in contract data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract

Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption 3.1 The Government of Sri Lanka requires the purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the Procurement and execution of such contract.

In pursuit of this policy:

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

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

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

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

4. Interpretation 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3. Amendment
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Sever ability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the

Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institution. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in Accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

15. Terms of Payment

15.1 The Contract Price, shall be paid as specified in the Bid Data Sheet

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services Performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in No case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents data, and other information receives from the Purchaser to the extent required for the Subcontractor to perform his work under the Contract, in which event the Supplier shall obtain from subcontractor an undertaking of confidentiality similar to that imposed on the supplier under GCC Clause 19.

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

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

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

20. Subcontracting

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

20.2 shall comply with the provisions of GCC Clauses 3 and 7

21. Specifications and Standards

21.1 Technical Specifications Drawings;

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

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

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

22. Packing and Documents

22.1 The supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

24.1 Unless otherwise specified in the Contractor, responsibility for arranging transportation of the Goods shall be a res***p***onsibility of the supplier.

25. Inspections & Test

25.1 The Supplier shall at its own expenses and at no cost to the Purchaser carried out all such tests and /or inspections of the Goods and related services as are specified in the Contract Data

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

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

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the Place and time, to the Purchaser. The Supplier shall obtain from any relevant third Party or manufacturer any necessary Permission or consent to enable the Purchaser or its designated representative to attend the test and /or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection, not required by the Contract but deemed necessary to verify that the characteristics and Performance of the goods comply with the technical specifications codes and standards under the contract, provided that the supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and or/or inspection impedes the progress of manufacturing and /or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected goods or Parts thereof or make alterations necessary to meet the specification no cost to the purchaser, upon giving a notice pursuant to CC sub clause 25.4.

25.8 The supplier agrees that neither the execution of a test and or inspection of the goods or any part thereof nor the attendance by the purchaser or its representative nor the issue of any report pursuant to CC Sub clause 25.6, Shall release the supplier from any warranties or other obligations under the contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31,if the Supplier fails to deliver any or all of the Goods by the Date (s)of delivery or perform the related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub- Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.4 Upon receipt of such notice, the Supplier shall within the period specified in the Related Service and Warranty, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.5 If having been notified, the Supplier fails to remedy The defect within the period specified in the Related Service and Warranty, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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

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

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

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

28.1 If any proceeding are brought or any claims is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at his own expense and in the Purchaser's name conduct proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.2 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceeding; or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the supplier in conducting such proceedings claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.4 the Purchaser shall indemnify and hold harmless the supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceeding;, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct.

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

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

30. Change in Laws and Regulations date

30.1 Unless otherwise specified in the Contract, if after the of 28 days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that the subsequently affects the Delivery Date and/or the contract price, then such Delivery Date and/ or Contract Price, shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

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

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

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

32. Change Orders and Contract Amendments

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

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and
(d) the Related Services to be provided by the Supplier.

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

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

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

33. Extension of Time 33.1 If at any time during performance of the Contract, the Supplier or his subcontractors should encounter conditions Impeding timely delivery of the Goods or completion of

Related Services pursuant GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

34. Termination

34.1 Termination for Default

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

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract ; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

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

34.3 Termination for Convenience.

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

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

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

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

35. Assignment

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

36. PCA 4 certificate

36.1 At the time of signing the contract the successful bidder should be submitted the PCA 4 certificate obtained from the (Registrar of Public Contracts) Department of the Registrar of Companies.

Section VIII - Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(a)	Contract agreement shall be attached format or any format given by the DPA under the requirements of this tender.
CC 1.1(i)	The Purchaser is: Director General, Data Protection Authority, First Floor, Block 5, BMICH, Colombo 7.
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is: Director General Data Protection Authority, First Floor, Block 5, BMICH, Colombo 7.
CC 8.1	For notices, the Purchaser's address shall be: Attention: Director General Address: Data Protection Authority, First Floor, Block 5, BMICH, Colombo 7. Telephone: 0112669603 Facsimile number : Electronic mail address: dir_hradmin@dpa.gov.lk
CC 12.1	Supplier should submit duly filled fixed asset register form for each item at the time of delivery using the format / template provided in this bidding document.
CC 15.1	For Goods & Related Services offered within Sri Lanka, Payment shall be made in Sri Lanka Rupees (LKR) after the goods are received and approved by the acceptance committee All costs should be provided without Taxes for evaluation purpose. All applicable taxes should be indicated separately.
CC 16.1	Awarded bidder should submit proof documents for VAT activeness (confirmation for the continuity of VAT liability) issued by the Department of Inland Revenue with the invoice/s.
CC 26.1	The liquidated damage shall be 0.5% of the contract price per week maximum amount of liquidate damage shall be 5% of the contract price
CC 27.2	3 Years Comprehensive or above (Including all Parts and Onsite Labour)