

Invitation for Quotation for

Procurement of Dell / HP Hardware Maintenance

National Shopping Bidding Procedure

Contract No - S/05/01/04/2025

Elections Commission

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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 bid 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 bid. The Purchaser may not consider you for inviting Bids in the future, if you failed to acknowledge the receipt of this invitation or not submitting a bid 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. Data Sheet • Section III. Schedule of Requirements(Dell / HP Hardware Maintenance) • Section IV. Technical Specification & Compliance with Specifications (Dell / HP Hardware Maintenance) • Section V. quotation submission form(s) • Others i. Price Schedule ii. Sample bid Security iii. Sample Performance Security iv. Sample contact Agreement v. Non –Collision Affidavit
	C: Preparation of Quotation
3. Documents Comprising your Quotation	***3.1*** The Bid shall comprise the following: a. Quotation Submission Form and the Price Schedules; b. Technical Specifications & Compliance with Specifications c. Broachers and technical description if any, related to the product

Elections Commission

4. Bid Submission Form and Price Schedules	***4.1***The vendor shall submit the Bid Submission Form 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 bid 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*** Quotation shall remain valid for the period of Forty Nine (49) days after the Quotation submission deadline date. **8.2** Bid Security **8.2 (a)** Bid shall include an unconditional on demand Bid security (issued by commercial bank operating in Sri Lanka) for the value of **Rs:100,000.00** included in section V bidding forms. **8.2 (b)** As another option bidders can deposit a refundable cash deposit at the shroff of the Election Commission, Rajagiriya, for the value of Rs:50,000.00 **8.2 (c)** The amount of the Bid security shall be the amount in rupees as given above in clause 8.2 (a) of this sheet and valid up to

Elections Commission

	77 days from bid opening date) (The validity period of Bid Security shall be until **23rd January 2027**
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 Registered 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 Quotation, in accordance with ITV Clause 11.1 above.
13. Opening of Quotation	13.1 The Purchaser shall conduct the opening of bid 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 Quotation, the Purchaser may, at its discretion, ask any vendor for a clarification of its bid. Any clarification submitted by a vendor in respect to its bid 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 bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
16. Evaluation of Quotation	**16.1** The Purchaser shall evaluate each Quotation that has been determined, to be substantially responsive.

Elections Commission

	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'sRight 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 Quotation 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 Bid has been accepted.
20. Performance Security	With 07 Days of receiving of award, the successful bidder shall deliver the performance security (either a bank guarantee or a bank draft) in favor of the **Commissioner General of Elections** for an amount equivalent to 10% of the contract price, unless otherwise specified in section ii data sheet. The performance security shall be valid up to **Six month from Contract sign date.**

Section II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is : Commissoner General of Elections Address: Elections Commission, Sarana Mawatha, Rajagiriya. The name & Identification Number of the Contract : **Dell / HP Hardware Maintenance: S/05/01/04/2025**
5.1	If the Bidder is not Allowed to quote for less than the items.
8.1	Period of validity of the Quotation Forty Nine (49) days after the quotation submission Deadline. **(28th December 2026)**

Elections Commission

8.2	**8.2 (a)** Bid shall include an unconditional on demand Bid security (issued by Commercial Bank operating in Sri Lanka) for the value of **Rs:100,000.00**included in section V bidding forms. **8.2 (b)** As another option bidders can deposit a refundable cash deposit at the shroff of the Election Commission, Rajagiriya, for the value of Rs:50,000.00 **8.2 (c)** The amount of the Bid security shall be the amount in rupees as given aboue in clause 8.2 (a) of this sheet and valid up to 77 days from bid opening date) (The validity period of Bid Security shall be until **23rd January 2027**
11.1	Address for submission of Quotations is Commissoner General of Elections Elections Commission, Sarana Mawatha, Rajagiriya. Deadline for submission of Quotation is **Date 05.11.2026 Time 2.00 p.m.**
13.1	The Quotation shall be opened at the following address: Election Commission, - Procurement Branch, Sarana Mawatha, Rajagiriya. **Date 05.11.2026 Time 2.00 p.**m.
16.3	Other factors that will be considered for evaluation are a) Company business registration detail & VAT registration detail b) Price adjustment for correction of arithmetical errors; c) Price adjustment due discounts offered. d) Quotation submission form. (duty filled & Sign) e) Valid bid security. f) Non. Collision Affidavit

Elections Commission

Section III: Schedule of Requirements

Item	Description of Goods	Period	Unit	Final Destination	Transportation and any other services	Delivery Date	
						Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
No.01	**Procurement of Dell / HP Hardware Maintenance**	Six (06) Months	01	**1.Election Commission, Sarana Mawatha, Rajagiriya**	Required	**Just After Signed the Contract**	

Name of Bidder: ……..

(Insert complete name Bidder)

Signature of Bidder: …….. Date: …….....

(Signature of person the Bid) *(Insert date)*

Elections Commission

Elections Commission

Section IV

TECHNICAL SPECIFICATIONS

*[The Technical specifications are provided in the following format. The bidder shall fill the column **Complied**. Bidder's failure to provide the information requested in the column **Complied** may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns **Complied** and the other technical information attached to the bid, the information provided herein shall take precedence.]*

Company Name: .....

TERMS OF REFERENCE
Procurement of Dell Hardware Maintenance - Election Commission

OBJECTIVE

For the smooth operation in the infrastructure of the Elections Commission's data center which is located at No.02, Sarana Mawatta, Rajagiriya ,need to maintain following Dell / HP Hardware items for Six (06) Months.

Required Hardware Item	Service tag
Dell Storage SC400	BQ73LG2
Dell Storage SC420	CJ75LG2
Dell Storage Controller SC9000	BMZZKG2
Dell Storage Controller SC9000	BQ12LG2
Dell Server PowerEdge R730	BR92LG2
Fiber Switch Brocade 6505	G2VZS72
Fiber Switch Brocade 6505	41VZS72
NAS NX 3230	BTP0LG2
Dell Server PowerEdge T430	7LYKH62
HP Proliant DL380 Gen9	SGH741VSHD
HP Proliant DL380 Gen9	SGH741VSHF

SUPPORT AND SERIVCE

		Bidder's Response (Yes/No)	If "No" comment/s on the offer
General Level Support	1.1Phone and email support		
	1.2Remote support		
	1.3Onsite support		
	1.4Field diagnosis		
	1.5Hardware support		
	1.6Preventive Maintenance		
	1.7Patch Management and Assistance		
	1.8Operating system support		

Elections Commission

	1.9Resident Engineer		
	1.10Network support		
	1.11Consultation for infrastructure / network		
	1.12Onsite consultation		
	1.13Backup Equipment for support		
	1.14Support coverage 24 x 7		
Special Level Support	2.1Remote Diagnosis		
	2.2HotLine Support		
	2.3Hardware support		
	2.4Operating system support		
	2.5Resident Engineer		
	2.6Network support		
	2.7Consultation for infrastructure / network		
	2.8Onsite consultation		
	2.9Support coverage 24 x 7		

SERVICE DELIVERABLES

- Any issues related to the firmware of the proposed solution must be resolved as part of the support commitment.
- Onsite parts and labor response within 4 hours for critical problems and 24hours for others
- Current infrastructure observation and submission of Hardware health check report.
- Site visit once a quarter for inspection and report the status of the data center

WORK SETTING

Support Hours

Service type	Support Duration	Description
On-call support Remote support	24 x 7 (including after business hours, public holidays and weekends)	Dedicated phone number
Support for planned changes/ critical issues	24 x 7 (including after business hours, public holidays and weekends)	Onsite visit by engineer and other required staff

Response time

Urgency	Description	Response time
Level 1	Total failure of the system which effects the regular operations	Immediately
Level 2	Partial failure of the system which effects the regular operations	< 1 hour
Level 3	Equipment / functionality failure and reasonable work round is available	<4 hours
Level 4	Minor failure and do not have direct impact on service	<24 hours

Other Proof Documents to be submitted

1. Minimum 2 Dell expertise & 2 HP expertise should be available (Proofing documents should be provided)
2. A minimum of five (5) references from the government sector involving similar support &p services should be provided.
3. A service Level Agreement (SLA) must be in place to ensure 24x7 support coverage.
4. A letter confirming the availability of all relevant spare parts for the proposed model must be submitted.

- **All products manuals and catalogues should be provided.**

Name of Bidder

……..

Elections Commission

(Insert complete name Bidder

Signature of Bidder ……..
(Signature of person the Bid)

Date …….. *(Insert date)*

Quotation Submission Form

(The Vender 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:

To: Commissioner General of Elections,
Elections Commission,
Sarana Mawatha,
Rajagiriya.

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 for the following Service (Dell / HP Hardware Maintenance)
c) The total price of our quotation including any discounts offered is: (Insert the total quoted price in the words and figure):

I. Without VAT……

……

ii. With VAT ……

……

(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 us and 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 bid that you may receive.

Elections Commission

Signed: ....
Signature Capacity

Name: .....
[Complete the name of above signed person]
Date :.....

Elections Commission

Price Schedule I

1	2	3	4	5	6	7	8	9	10
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
1	**Procurement of Dell / HP Hardware Maintenance** (06 Months)	01							
						Sub Total			
						Discount			
						Total			

Name of Bidder ……..
(Insert complete name Bidder

Signature of Bidder ……..
(Signature of person the Bid)

Date …….. *(Insert date)*

Elections Commission

Elections Commission

Bank Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
---------- *[insert issuing agency's name, and address of issuing branch or office]* ------

***Beneficiary:** Commissioner General of Elections

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

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

Contract No – S/05/01/04/2025

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

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

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

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

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

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

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

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

[Signature of authorized representative(s)]

Elections Commission

Performance Security

The Bank as requested by the successful Bidder, Shall fill in this form in accordance with the instructions indicated in brackets

Date:.*[insert as day month and year]*

Contract No : S/05/01/04/2025

Procurement No : S/05/01/04/2025

Procurement of Dell / HP Warranty Maintenance

***Beneficiary:** Commissioner General of Elections, Election Commission

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

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

Furthermore, we understand that, according to your conditions OF THE CONTRACT, Performance Guarantee is required.

At the request of the Supplier, we ---------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- *[insert amount in figures]* ---------- [*insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written declaring the supplier to be in default under the contract , with out cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified them.

This Guarantee shall expire no later than the *(insert number)* day of *(insert month) (insert year),* and any demand for payment under it must be received by us this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub- article 20 (a) is hereby excluded.

(Signatures of authorized representatives of the bank and the Supplier)

1 *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.*

2 *Dates established in accordance with clause 18.4 of the General conditions of contract ("GCC"), taking into account any warranty obligations of the supplier under clause 16.2 of the GCC intended to be secured by a partial performance Guarantee. The purchaser should note that in the event of an extension of the time to perform the contract, the purchaser would need to request an expiration of this Guarantee form the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the purchaser might consider adding the following text following text to the From, at the end of the penultimate paragraph: "We agree to a one – time extension of for a period not to exceed (six month), in response to the purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Elections Commission

1. Contract Agreement

THIS CONTRACT AGREEMENT is made
the …..th day of …., 2026.

BETWEEN

1) Election Commission, having its principal place of business at No.02, Sarana Mawatha, (Hereinafter called "the purchaser"), and

2) **……..**, a corporation incorporated under the laws of and having its principal place of business at No…….. (Hereinafter called "the Supplier)".

WHEREAS the purchaser invited bids for certain Goods and ancillary services, viz., …….. and has accepted a bid by the supplier for the supply of those Goods and Services in the sum of **Rs. ……**".

NOW THIS AGREEMENT WITNESSES 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 where of the parties here to 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 behalf of the Purchaser

Signed:

Elections Commission

In the capacity of [insert title or other appreciate designation] in the presence of [insert identification of official witness]

Non – Collision Affidavit

Name of the Procurement: ……..…….

Name of the Company: ……

The undersigned bidder/agent, hereby solemnly, sincerely & truly declares & affirms/makes an oath and state as follows.

a) That / he/she has not, nor has any other member, representative or agent of the firm, company, corporation, or partnership representing him/her entered into and combination, collusion or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken step whatsoever to prevent any person from bidding nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to this bid.

He/ She further states that no person, firm or corporation has received or will receive, directly or indirectly any rebate, fee, gift, commission or thing of value in connection with the submission of this bid.

The bidder accept full responsibility for ensuing the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with applicable procurement Guidelines.

I hereby affirm under the penalties for perjury, that all statement made by me in this affidavit are true and correct.

Name of Bidder ……..
(Insert complete name Bidder)

Signature of Bidder ……..
(Signature of person the Bid)

Stamp

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on this……day of…….at ……

BEFORE ME,
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

…….

Elections Commission