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இலங்கை மத்திய வங்கி
CENTRAL BANK OF SRI LANKA

ලේකම් දෙපාර්තමේන්තුව
செயலகத் திணைக்களம்
SECRETARIAT DEPARTMENT

අංක 30, ජනාධිපති මාවත, කොළඹ 01, ශ්‍රී ලංකාව
இல. 30, சனாதிபதி மாவத்தை, கொழும்பு - 01, இலங்கை
No. 30, Janadhipathi Mawatha, Colombo 01, Sri Lanka

DOCUMENT A
INVITATION FOR TENDER

Ref: No. 09/04/137/0023/001

18 October 2023

Director/Manager

.....

.....

.....

Dear Sir/Madam,

**TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP) FOR
THE CENTRAL BANK OF SRI LANKA**

Sealed quotations are invited from companies registered in Sri Lanka for conducting the Independent Assessment under SWIFT Customer Security Programme (CSP) for the Central Bank of Sri Lanka (CBSL) for the year 2023 as follows.

1. Eligibility Criteria:

- I. The tenderer shall be registered with SWIFT to conduct Independent Assessment under SWIFT Customer Security Programme (CSP) for SWIFT participants in Sri Lanka for the year 2023.
- II. The tenderer should have conducted an Independent Assessment under SWIFT Customer Security Programme (CSP) for any SWIFT participating financial institution either locally or internationally in 2022 and 2023.

2. Technical Specifications:

Required minimum technical specifications are in Annex II.

3. Price Schedule:

The tenderers shall quote prices as per Annex III – Price Schedule. The price quoted inclusive of all local taxes should be in Sri Lanka Rupee (Rs.) and valid until 30 November 2023. The price shall remain unchanged during the validity period of the tender.

4. Bid Guarantee:

The tenderers shall furnish a Bid Guarantee amounting to a sum of Rs. 30,000/- valid until 31 December 2023 by way of a Bank Guarantee substantially in the form of Annex IV or a Bank Draft in favor of the Central Bank of Sri Lanka, obtained from a Licensed Commercial Bank operating in Sri Lanka. The Bid Guarantee shall be available at the time of the tender opening.

5. Performance Guarantee:

Within 14 days from the date of letter of award of the contract by the CBSL, the successful tenderer shall furnish a Performance Guarantee substantially in the form of Annex V in a sum equivalent to 10% of the total Contract Price for the due performance of the contract which should be valid till 15 May 2024. Such Performance Guarantee shall be in the form of a Bank Guarantee issued in favor of the Central Bank of Sri Lanka obtained from a Licensed Commercial Bank operating in Sri Lanka and forwarded to the Secretary of the CBSL.

A successful tenderer who fails to furnish the required Performance Guarantee as specified above shall be deemed to be disinterested in accepting the award, and the Bid Guarantee shall be forfeited.

6. Delivery Period and Liquidated Damages:

The successful tenderer shall submit the interim report of the independent assessment according to the SWIFT format on or before 29 December 2023 and the final report of the independent assessment according to the SWIFT format on or before 30 April 2024. Failure to deliver the required items within these deadlines would render the supplier liable to pay liquidated damages at the rate of Rs. 3,000 per each day of delay and such amounts will be deducted from the payment due to the supplier.

7. Signing of Contract Agreement:

The successful tenderer shall enter into a contract agreement (Refer Annex VI for the sample agreement) within 14 days from the letter of award. The Non-Disclosure Agreement (NDA) which is a part of this contract should be signed by the successful tenderer as well as its team members who will be conducting this assessment.

- 8.** The successful tenderer shall not assign the Contract or any part thereof to any other third party.

9. Payment Method:

All payments will be subject to existing taxes as applicable in terms of the Inland Revenue Acts (No. 24 of 2017) and any subsequent amendments and notices issued by the Department of Inland Revenue, Sri Lanka. The conditions of the payments are as follows.

An amount equivalent to 90% of the cost will be paid after 14 days from the date of delivery of the final report on recommendation of the Director / Information Technology, CBSL and the balance 10% will be paid after 90 days of the delivery of the final report subject to the satisfactory completion of the required service.

10. Joint Venture:

- I. If the Service Provider is a joint venture, 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 (a Sri Lankan party) to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Purchaser.
- II. In case of a joint venture, the party that is conducting the independent assessment shall fulfill the eligibility criteria specified in Section 1 above.
- III. If a joint venture, list complete legal names of partners.
- IV. The successful tenderer shall not assign the contract or any part thereof to any other third party.

11. Document Requirements:

Following information shall be furnished along with the bid:

- I. Duly completed Form of Tender (Document B)
- II. Eligibility Report (Annex I)
- III. Technical Specification (Annex II)
- IV. Price schedule (Annex III)
- V. Duly completed Bid Guarantee (Similar to Annex IV)
- VI. Duly filled checklist on furnishing documentary evidence for sections above (Annex VIII)
- VII. Joint venture agreement/ letter of intention if the tenderer is a Joint Venture
- VIII. CVs (Curriculum Vitae) including the qualifications and project experience of the team.

11. Selection Method:

- i. The evaluation will be based on the least cost method subject to substantial compliance with Tender conditions.
- ii. The CBSL reserves itself the right to accept any or reject any or all tender(s) received and is not bound to accept any tender/bid/offer merely on the basis that such is the lowest quotation. The decision of the CBSL shall be final regarding the award of the contract.

12. Submission of Bids and Tender Opening:

Duly perfected tender documents addressed to the Secretary, Central Bank of Sri Lanka, No. 30, Janadhipathi Mawatha, Colombo 01 should be:

- (i) sent via email to **procsec@cbsl.lk** in the form of password-protected PDF, with the subject **Tender for Conducting the Independent Assessment Services Under SWIFT Customer Security Programme (CSP) for the Central Bank of Sri Lanka** (Please refer Annex VII for the guide on submitting documents via email) not later than **1400** hrs. on 01 November 2023. The passwords of the PDF files shall be sent before 1430 hrs.
- (ii) Tenders will be opened 1430 hrs. after closing the tenders on 01 November 2023 virtually via MS Teams and the bidders or their authorized representatives may join when the tenders are opened.

13. Contact Details:

For any further clarifications you may contact the following officer/s.

- i. Assistant Secretary / Secretariat (Procurement Matters) - 0112477654
- ii. Senior Assistant Director/IT (Technical Matters) -0112477016

Yours faithfully

Sgd./Mrs. K N N M Bandara
Secretary
Central Bank of Sri Lanka

Annex I**ANNEX I – ELIGIBILITY REPORT**

TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP) FOR THE CENTRAL BANK OF SRI LANKA

ANNEX I (a) – QUALIFICATIONS

Requirement	Compliance (Yes/No)	Remarks
<p>The service provider shall be registered with SWIFT to conduct Independent Assessment under SWIFT Customer Security Programme (CSP) for SWIFT participants in Sri Lanka for the year 2023.</p> <p>Please include any documentary evidence to support this requirement.</p>		

ANNEX I (b) – EXPERIENCE

The tenderer should have conducted an Independent Assessment under SWIFT Customer Security Programme (CSP) for any SWIFT participating financial institution either locally or internationally in 2022 and 2023.

Experience – SWIFT CSP Independent Assessment 01			
Name of the Financial Institution			
Service offered Period			
Scope			
Total Price			
Company Contact Person	Name	Designation	Telephone No.
Experience – SWIFT CSP Independent Assessment 02			
Name of the Financial Institution			
Service offered Period			
Description			
Total Price			
Company Contact Person	Name	Designation	Telephone No.

Note:

- Please expand the form if more than two project details are required.

Annex II

ANNEX II – TECHNICAL SPECIFICATION
TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA

ANNEX II (a) – TECHNICAL SPECIFICATION

SWIFT had introduced a Customer Security Controls Framework (CSCF) which consists of a set of mandatory and advisory security controls for SWIFT customers and a self-attestation was required to be completed by the customer until 2019. Starting from 2020, SWIFT has developed an independent assessment framework (IAF) and it requires all attestations to be supported by an independent assessment performed either by the second or third line of defense or by an external third-party organization.

Accordingly, the Central Bank of Sri Lanka (CBSL) intends to invite Customer Security Programme (CSP) assessment providers offering services to Sri Lanka, mentioned in the directory provided by SWIFT to bid for the independent CSP assessment.

Scope of Work

Perform the independent assessment as per the SWIFT guidelines (CSCF_v2023) and report the findings to CBSL.

Method to be followed

The project team of the service provider performing the assessment should have an in-depth knowledge about SWIFT CSCF_v2023.

The following method is expected to be followed by the successful tenderer (service provider) in performing this assessment.

	Task	Duration
1.	The service provider explains the plan for the assessment and what is required from CBSL including documents, diagrams, interviews, etc. and visits (if needed) to perform the independent assessment.	01 Week
2.	CBSL provides the requested information and service provider gives feedback, request additional information if required and performs the evaluation.	04 weeks
3.	The service provider submits the report to CBSL in accordance with the SWIFT Independent Assessment Framework and formats provided by the SWIFT. The service provider submits a separate report to CBSL on the identified gaps and recommended solutions and alternative solutions to minimize these gaps.	01 Week
4.	CBSL take corrective actions to minimize the gaps and re-submit the required evidence.	15 Weeks
5.	The service provider performs a reassessment and submit the new report to CBSL in accordance with the SWIFT Independent Assessment Framework and formats provided by the SWIFT.	02 Weeks

Note:

The service provider shall submit the report mentioned in item 3 not later than 29.12.2023. Item 4 and 5 may be performed in 2024.

ANNEX II (b) – TECHNICAL RESPONSIVENESS CHECKLIST

The following Checklist is provided to help the Tenderers organize and consistently present their Technical Proposal. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid.

However, if the response is not sufficient to confirm technical responsiveness to the Technical Requirements, then the bidder **MUST** describe their Technical Capability to support the requirement in the space provided under each section. Comments/ Details/Exceptions/ Workarounds are to be included in the relevant space provided at the bottom of the relevant Technical Requirement (TR) No. In addition, the bidder **MUST** provide cross references to the relevant supporting information, if any, included in the proposal. The cross reference should identify the relevant document(s), page numbers(s), and paragraph(s).

The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid.

Instructions:

- **Comply (C)** - The requirement is met by the offered approach exactly as stated.
- **Alternate Comply (AC)** - The requirement as specified is not provided, but an alternative solution is proposed to satisfy the requirement.

SWIFT Customer Security Programme (CSP)– Independent Assessment			
		C	AC
TR-1	Are you registered with SWIFT to conduct Independent Assessments under SWIFT Customer Security Programme (CSP) for SWIFT participants in Sri Lanka? Provide details.		
Bidder's technical reasons supporting compliance:			
Bidder's cross references to supporting information in Technical Bid:			
TR-2	Have you conducted an Independent Assessment under SWIFT Customer Security Programme (CSP) for any Financial Institution either locally or internationally after year 2020?		
Bidder's technical reasons supporting compliance:			
Bidder's cross references to supporting information in Technical Bid:			
TR-3	The independent assessment shall be carried out in accordance with the guidelines and timelines specified in SWIFT CSCF_v2023		
Bidder's technical reasons supporting compliance:			
Bidder's cross references to supporting information in Technical Bid:			
TR-4	The project team of the service provider should have an in-depth knowledge about SWIFT CSCF_v2023.		
Bidder's technical reasons supporting compliance:			
Bidder's cross references to supporting information in Technical Bid:			

Annex III

PRICE SCHEDULE

**TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA**

Assignment	Total Price (Rs.)
SWIFT CSP Independent Assessment for 2023	
SSCL (Rs.)	
VAT (Rs.)	
Other Taxes (Rs.) <i>(if applicable)</i>	
Grand Total	

Total price including taxes (in words)

Note: The price quoted should be based on the prevailing Government Levies.

VAT Registration No (If any) - _____

The successful tenderer shall submit a copy of VAT Registration Certificate and the Certificate for Social Security Contribution Levy (if any).

Authorized Officer's Name

Designation

Signature

Company Seal

Date

Annex IV

BID GUARANTEE
TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA

Beneficiary: The Central Bank of Sri Lanka
No: 30, Janadhipathi Mawatha
Colombo 01.

WHEREAS <Name of the Service Provider/Joint Venture> of <Address of the Service Provider > (hereinafter referred to as “the Tenderer”) has tendered for the <Name of Tender> for the Central Bank of Sri Lanka (hereinafter referred to as “the Purchaser”) of No. 30, Janadhipathi Mawatha, Colombo 01.

AND WHEREAS in terms of the invitation to the Tender, the Tenderer is required to furnish to the Purchaser a Bank Draft/Bank Guarantee obtained from a licensed commercial bank operating in Sri Lanka in a sum of <Amount in Rs..... > (In word) as security for the due observance by the Tenderer of the Conditions of the Tender.

NOW THIS WRITING WITNESSETH that we <Name of the Bank which issued the Bid Guarantee> having our registered place of business at <Address of the Bank that issue the Bid Guarantee> (hereinafter referred to as “the Bank”) do hereby guarantee, undertake, bind and oblige ourselves that in the event of the Tenderer,

- (a) withdrawing the Tender at any time after the opening of Tenders; or
- (b) failing to execute an Agreement as stipulated in the Conditions of Tender, and/or to furnish security for the due performance of the contract as required under the Conditions of Tender in the event the Tender is awarded to the Tenderer,

the Bank shall and will pay to the said Purchaser a sum not exceeding the total of < Amount of the Guarantee in words> (In numerically) on demand and without cavil or argument and without the Purchaser having to prove or show grounds or reason for the demand for the sums specified therein. We hereby waive the necessity of the Purchaser demanding the said sum from the Tenderer before presenting us with the said demand.

WE FURTHER AGREE that no change or addition to or other modification which may be agreed between the Purchaser and the Tenderer shall in any way release us from the liability under this Guarantee and we hereby waive notice of any such change addition or modification.

THIS GUARANTEE is valid and in full effect until 30 November 2023

Seal of the Guarantor
and authorized signature

Date:

Annex V

PERFORMANCE GUARANTEE
TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA

Beneficiary: The Central Bank of Sri Lanka
No: 30, Janadhipathi Mawatha
Colombo 01.

WHEREAS <Name of the Service provider> having its registered office at <Address of the Service provider> (hereinafter referred to as “the service provider”) has been awarded a contract for <Name of Tender> to the Central Bank of Sri Lanka by the letter of award dated <DD/MM/YYYY > and has entered into a contract with the said Central Bank of Sri Lanka for such purpose.

AND WHEREAS it is a condition of the said contract that a Bank Guarantee from a licensed commercial bank acceptable to the said Central Bank of Sri Lanka be furnished as a security for the due performance in accordance with the conditions of Bids.

AND WHEREAS we have agreed to furnish such a Bank Guarantee.

NOW THEREFORE we <Name of the Bank which issue the Bank Guarantee> having our registered office at <Address of the Bank that issue the Bank Guarantee> hereby affirm confirm and undertake that we are responsible to the Central Bank of Sri Lanka under this Guarantee up to a total of Sri Lankan Rupees <Amount of the Guarantee in words> (In figures) and undertake to pay you upon your first written demand signed by the <Secretary/ Relevant Department Head/ Authorized officer> of the Central Bank and without cavil or argument, any sum or sums within the limit of Sri Lanka Rupees <Amount of the Guarantee in words> (In numerically) as aforesaid without you having to prove or show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said sum from the service provider before presenting us with the demand.

We further agree that no change or addition or other modification of the terms of the contract or of the works to be performed there under or of the Bid Documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of such change addition or modification.

This Guarantee is valid and in full effect for <Number of days to be specified by the CBSL, which includes 28 (twenty eight) days beyond the scheduled completion date of work or the supply of goods> from the date of the letter of award/acceptance.

Authorized Signature and seal of the Guarantor:

Date:

AGREEMENT

ANNEX VI (a) – CONTRACT

**AGREEMENT FOR SERVICES ENTERED INTO BETWEEN
THE CENTRAL BANK OF SRI LANKA AND
<Service Provider Name>**

THIS AGREEMENT is made and entered into at Colombo on this day of in Two Thousand Twenty Three by and between the **Central Bank of Sri Lanka** a body corporate established under the provisions of the Central Bank of Sri Lanka Act No.16 of 2023 having its principal place of business at No.30, Janadhipathi Mawatha, Colombo 01, in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the ‘**Bank**’ which term shall where the context so requires or admits mean and include the said Central Bank of Sri Lanka its permitted assigns) of the One part and < **Service Provider Name**>, bearing the Incorporation Number <**Reg No**> in the said Republic incorporated under **the Companies Act, No. 07 of 2007** and having its principal office at <Address> (hereinafter called and referred to as the ‘**Company**’ which term shall where the context so requires or admits mean and include the said < **Service Provider Name**> and its executors, successors and assigns) of the Other part.

WHEREAS the **Bank** has decided to obtain Independent Assessment services for SWIFT CSCF_v2023 from the **Company** for the year 2023 and the **Company** has agreed to provide such services in a manner morefully described in clause 3 hereof.

AND THEREFORE, both parties now enter into an agreement for the said purpose subject to the terms and conditions set out herein.

1. DURATION

This Agreement shall commence on **xx.xx.2023** and end on **30.04.2024** and shall accordingly be in force during this period (contract period).

2. RESPONSIBILITIES OF THE COMPANY

The **Company** should provide Independent Assessment services as per the SWIFT CSCF_v2023 to the Bank for the year 2023.

3. SUPPLY OF SERVICES BY THE COMPANY

- a) The **Company** shall be prepared to Perform the independent assessment as per the SWIFT guidelines (CSCF_v2023) and report the findings expeditiously on being contracted by the **Bank**.
- b) The following method should be followed by the company in performing this assessment.

	Task	Duration
1.	The Company explains the plan for the assessment and what is required from Bank including documents, diagrams, interviews, etc. and visits (if needed) to perform the independent assessment.	01 Week
2.	Bank provides the requested information and Company gives feedback, request additional information if required and performs the evaluation.	04 Weeks
3.	The Company submits the interim report to Bank in accordance with the SWIFT Independent Assessment Framework and formats provided by the SWIFT. The Company submits a separate report to Bank on the identified gaps and recommended solutions and alternative solutions to minimize these gaps.	01 Week
4.	Bank take corrective actions to minimize the gaps and re-submit the required evidence.	15 Weeks
5.	The Company performs a reassessment and submit the final report to Bank in accordance with the SWIFT Independent Assessment Framework and formats provided by the SWIFT.	02 Weeks

Note:

The Company shall submit the report mentioned in item 3 above not later than 29.12.2023. Item 4 and 5 may be performed in 2024.

- c) The **Company** should visit Bank premises and any other places if required for the assessment purposes at their own cost.
- d) All assessment work should be carried out during office hours (8.00 am to 4.00 pm) on working days.
- e) The Company shall submit the interim report not later than 29.12.2022. and the final report not later than 30.04.2023.

4. PAYMENTS

- (a). The payments will be made according to the conditions stipulated in the Tender Document.

5. PERFORMANCE GUARANTEE

The company shall furnish a Performance Guarantee substantially in the form of Annex V of the Tender Document in a sum equivalent to 10% of the total Contract Price for the due

performance of the contract which should be valid till 15 May 2024.

This Performance Guarantee should be furnished within 14 days from the date of letter of award of the contract by the Bank.

Such Performance Guarantee shall be in the form of a Bank Guarantee issued in favor of the Central Bank of Sri Lanka obtained from a Licensed Commercial Bank operating in Sri Lanka and forwarded to the Secretary of the Bank.

A company who fails to furnish the required Performance Guarantee as specified above shall be deemed to be disinterested in accepting the award, and the Bid Guarantee shall be forfeited.

6. TERMINATION

Unless terminated earlier in terms of (a) – (c) below, this Agreement shall remain in full force during the contract period.

- (a) In the event if the Bank found that the services of the Company is unsatisfactory or detrimental to the interest of the Bank, the Bank shall terminate this Agreement immediately.
- (b) Either party shall terminate this Agreement by giving one month notice to the other party.
- (c) This Agreement shall terminate by mutual agreement of the parties.

7. FORCE MAJEURE

In the event any party is unable to perform its obligations or duties under the terms of this Agreement because of acts of God, strikes, riots, act of war, equipment failures, power or other utility failures, sabotage, lockout, lack of usual means of public transportation, industrial dispute, epidemics, quarantine, plague, damage or other cause reasonably beyond its control, such party shall be excused from performing its obligations under these presents and shall not be liable for any losses, damages, costs or liability to the other party resulting from such failure to perform its obligations under this Agreement.

Each party shall, promptly and no later than five working days after the occurrence of any force majeure event inform the other party in writing of any delay/failure caused by such event. If the performance of the Agreement is substantially prevented, hindered, or delayed due to the events of force majeure during the contract period covered by the Agreement, the parties will attempt to

develop a mutually satisfactory solution, failing which, either party may terminate the Agreement by giving a notice to the other.

8. INDEMNIFICATION

(a). The Company agrees to indemnify the Bank against and hold the Bank harmless from any and all claims or demands made by any party, resulting from the acts, omissions or misrepresentations of the Company or its employee(s) or its agents or its subcontractor(s), regardless of the form of action, notwithstanding any other term of this Agreement. Provided always that this clause shall not apply if such acts or omissions were made on the instructions of the Bank or any Agent of the Bank.

(b). The Company further agrees to indemnify the Bank and hold the Bank harmless from and against any and all claims for any damage of or personal injury to any director, officer, employee or agent of the Bank in the course of providing the services or performance of this Agreement, which is attributable to any action or omission of the Company or its employee(s) or its agents or its subcontractor(s) provided always that this clause shall not apply if such acts or omissions were made on the instructions of the Bank or any Agent of the Bank.

(c). This Clause 8 survives any termination or expiration of this Agreement.

Any liability of the Company in respect of a claim arising with respect to a particular assignment under this Agreement shall be limited to the cost of such particular assignment that has already been paid to the Company.

9. DISPUTE RESOLUTION

In the event of any dispute, the parties shall first attempt in good faith to amicably resolve the dispute. If such attempt fails, the parties shall refer such dispute to a court of law with competent jurisdiction in Sri Lanka.

10. FUTURE AMENDMENT

No provision of the Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.

11. GENERAL

- (a). The **Company** shall make all Employees Provident Fund/Employees Trust Fund and other statutory payments in accordance with the relevant labour laws applicable to the deployed engineers and technicians.
- (b). The Company shall have the responsibility in the administration, monitoring and controlling of the deployed staff.
- (c). In any event, the deployed staff of the Company shall not be considered as employees of the Bank.
- (d). This agreement shall be governed by and construed in accordance with the laws of Sri Lanka.
- (e). Any notice served in this connection with this contract shall be sufficiently served on either party if such notice is sent by registered post to the address of that party as given in this agreement or sent by email. Any such notice shall take effect, if sent by registered post, three days from the date of dispatch and in the case of email, 24 hours after the time of dispatch, provided that such notice shall forthwith be confirmed by post.
- (f). The conditions mentioned in the following documents attached hereto shall be deemed to be read in construed as parts of this Agreement;

(i) Invitation for Tender dated 18 October 2023 – Document A

(ii) Bid by the Company in response to Invitation to bid

(iii) Letter of Award

(iv) Letter of Acceptance

(v) Performance Bond

(vi) Non-Disclosure Agreement (NDA) – Annex VI(b)

IN WITNESS WHEREOF(name)....., Director/Information Technology Department of the Central Bank of Sri Lanka duly authorized signatory of the Central Bank of Sri Lanka and(name).....,(Designation)..... of(Company).....as the duly authorized signatory of(Company)..... have caused their hands hereunto and two other on this day of as those present at Colombo.

Secretary

Central Bank of Sri Lanka

On behalf of the Central Bank of Sri Lanka

The Common Seal of the said

<**Company Name**>. is hereto

affixed in the presence of the

Mr.

..... of the Company who witness the

affixing thereto

WITNESSES:

1.

2.

Name:

Name:

Designation:

Designation:

NIC No.:

NIC No.:

WITNESSES:

1.

2.

Name:

Name:

Designation:

Designation:

NIC No. :

NIC No. :

ANNEX VI (b) – DRAFT NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT is made and entered into at Colombo on this day of in Two Thousand Twenty Three by and between the **Central Bank of Sri Lanka** a body corporate established under the provisions of the Central Bank of Sri Lanka Act No.16 of 2023 having its principal place of business at No.30, Janadhipathi Mawatha, Colombo 01, in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the ‘**Bank**’ which term shall where the context so requires or admits mean and include the said Central Bank of Sri Lanka its permitted assigns) of the One part and <**Supplier Name**>, bearing the Incorporation Number <**Reg No**> in the said Republic incorporated under **the Companies Act, No. 07 of 2007** and having its principal office at <Address> (hereinafter called and referred to as the ‘**Company**’ which term shall where the context so requires or admits mean and include the said <**Supplier Name**> and its executors, successors and assigns) of the Other part.

WHEREAS the Bank has entered into a Contract with the Company to conduct the Independent Assessment under the SWIFT Customer Security Controls Framework version 2023 (CSCF_v2023) for the year 2023.

AND WHEREAS the Bank agrees to provide information requested by the Company to facilitate the Independent Assessment under the CSCF_v2023 for year 2023.

In consideration of the foregoing the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following term shall have the meaning set forth below: “Confidential Information” means technical, customer, supplier, personnel, financial, commercial and/or business information, data any other information or knowledge communicated at any time before or after the date of this Agreement, including information of a proprietary, private or confidential nature in written, electronical, magnetic, graphical, oral or otherwise tangible or intangible form whether communicated in writing, orally, graphically or by inspections, relating directly or indirectly to the business or affairs of the Government of Sri Lanka (GOSL) including any Ministry, Department or Institution of the

GOSL, Central Bank of Sri Lanka and any department thereof, banks and non-bank financial institutions in Sri Lanka, and any exchange or registry maintained in Sri Lanka.

Confidential Information shall include, without limitation, any information or knowledge pertaining to (i) business plans or concepts, business strategies, specifications, designs, procedures, processes; (ii) customer, employee or supplier information; or (iii) any financial information; (iv) records, data, databases, magnetic and electronic records including voice recordings, computer and software programs, systems, projects, proposals, notes, reports, drawings, materials, product, compounds and compositions; (v) intellectual property, know how; and (vi) such other information relating to the Government of Sri Lanka, Central Bank of Sri Lanka, banks and non-bank financial institutions and any information ascertained by the inspection, evaluation and tests or analysis of samples.

2. DISCLOSURE, USE AND REPRODUCTION

2.1. The *Company* acknowledges and agrees:

2.1.1. That all Confidential Information acquired by employees of the *Company* from the Bank shall be and shall remain the exclusive property of the Bank.

2.1.2. To receive in confidence any Confidential Information and apply security and disclosure standards in relation to the Confidential Information which are the same as the standards that it applies to its own Confidential Information and to limit access to such Confidential Information to the Team of personnel at Appendix A of this NDA and if applicable, their substitutes and any additions thereto (appointed with the prior written approval of the Bank).

2.1.3. To use such Confidential Information only for the purposes of the said Contract, further investigations by law enforcement authorities pursuant to the findings of the said Contract and for institution of legal proceedings if commission of any offence is revealed in the forensic audit/investigation conducted in terms of the said Contract.

2.1.4. The disclosure of Confidential Information or the execution of this Agreement shall not be construed as a right to license, or to sell any Confidential Information,

intellectual property, patents, or products derived from such Confidential Information.

2.2. The above obligations do not apply to Confidential Information which:

2.2.1. As shown by reasonably documented proof, was in the possession of the *company* prior to receipt thereof from the Bank; or

2.2.2. As shown by reasonably documented proof, was received by the *Company* in good faith from a third party not subject to a confidentiality obligation to the the Bank; or

2.2.3. Now is or later becomes publicly known through no breach of confidentiality obligation by the *Company*; or

2.2.4. Is disclosed to a third party by the the Bank without a similar non-disclosure restriction; or

2.2.5. Is disclosed pursuant to a requirement imposed by a government agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure pursuant to this subsection, the *Company* shall notify the the Bank and shall give the Bank an opportunity to participate in objecting to production of the Confidential Information; or

2.2.6. Was developed by the *Company* prior to having access to any of the Confidential Information from the Bank;

2.2.7. Is authorized in writing by the Bank to be released or is designated in writing by the Bank as no longer being confidential or proprietary.

3. BREACH

In the event of a breach of a term of this Agreement by the Company and/or employees, agents, representative, and/or consultants, the Bank shall be entitled to immediate injunctive relief, and the Company shall fully indemnify the Bank, and pay damages, that shall be determined by the appropriate courts of law, to the Bank for the loss suffered by it, owing to such breach.

Any liability of the Company in respect of a claim arising with respect to a particular assignment under this Agreement shall be limited to the cost of such particular assignment that has already been paid to the Company.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive Laws of Sri Lanka and the Parties hereby submit to the jurisdiction of the courts of Sri Lanka in all matters relating to this Agreement.

5. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement contains the entire understanding between the Parties with respect to Non-Disclosure of Confidential Information pertaining to the matter and supersedes all prior agreements and understanding with respect to this subject. This Agreement may be amended only by a written agreement executed by both Parties. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall be binding on successors and permitted assigns of the Parties.

6. CONFIDENTIALITY PERIOD / TERMINATION

Unless terminated earlier in writing by mutual agreement, this Agreement shall remain in force for such time the Bank decides to disclose the contents therein. The Termination or the prior determination of this Agreement shall however not affect the obligations of Confidentiality agreed to by the Participant in terms hereof and such obligation shall continue without a point in time notwithstanding the termination hereof. For avoidance of doubt, this Agreement shall survive the termination of the said Contract.

7. WARRANTY

The Parties hereto warrant to each other that their authorised signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

8. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION

The *Company* shall immediately advise the Disclosing Party in writing of any unauthorized disclosure, misappropriation, or misuse by any person of any Confidential Information, upon the Receiver having knowledge of the same.

9. NOTICES

All notices and demands to be given in terms of this Agreement shall be in writing conveyed by personal delivery, registered post or email transmission addressed to the party for whom it is intended as follows or such other address or email address as a Party may notify the other.

To : Central Bank of Sri Lanka

Attn :

Designation :

Address : No. 30, Janadhipathi Mawatha, Colombo 01, Sri Lanka

Email address :

To :

Attn :

Designation :

Address :

Email address :

10. COUNTERPARTS

This Agreement shall be signed in two counter parts each of which together will be deemed to be an original and both of which will constitute one and the same document.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have placed their hands hereunto and to one other of the same tenor and date as these presents at Colombo on the date at the beginning hereof written.

On behalf of the **CENTRAL BANK OF SRI LANKA**

.....

Name & Designation:

N.I.C.No.:

WITNESSES:

1

2

.....

.....

.....

.....

.....

.....

(Signature, Name, Designation and NIC No. of each witness)

On behalf of the <**COMPANY**>

.....

Name & Designation:

N.I.C. No.:

WITNESSES:

1

2

.....

.....

.....

.....

.....

.....

(Signature, Name, Designation and NIC No. of each witness)

APPENDIX A

DETAILS OF <Company> EMPLOYEES INTENDED TO PERFORM THE SWIFT CSP INDEPENDENT ASSESSMENT.

	Name	NIC	Role of the Assignment
1			
2			
3			
4			
5			

Annex VII

INSTRUCTIONS FOR SUBMITTING THE TENDER DOCUMENTS VIA EMAIL

**TENDER FOR
CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA**

1. The subject of the email should be “TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER SWIFT CUSTOMER SECURITY PROGRAMME (CSP) FOR THE CENTRAL BANK OF SRI LANKA”
2. The maximum file size should be less than 8MB. If the tender documents exceed this size, separate emails could be sent with the relevant name of the tender followed by the version of the email (e.g.: <Name of the Tender> 1 of 2, <Name of the Tender> 2 of 2)
3. All PDFs should be password-protected, and the password shall be sent only after the closing of the tender and within 30 minutes of bid closure.
4. The tenderers shall provide the contact details (email) of their authorized representatives in the body of the email in order for the CBSL to send the invitation to the virtual bid opening meeting.
5. The original bid guarantee shall be submitted to the Secretary of the Central Bank within 7 days from the closing date of the tender.

Any concerns/issues regarding the submission of the documents shall be informed before the deadline of the submission of the documents as late bids will not be accepted.

Annex VIII**Document Check List**

TENDER FOR
CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA

	Required Information	✓
1	Duly completed Form of Tender (Document B)	
2	Eligibility Report (Annex I (a, b, c))	
3	CVs (Curriculum Vitae) including the qualifications and project experience of the team planning to perform the SWIFT Customer Security Programme Independent Assessment Service	
4	Detailed scope of work derived from the scope described in Annex II (a)	
5	Technical Responsiveness Checklist (Annex II (b))	
6	Price Schedule (Annex III)	
7	Bid Guarantee (Similar to Annex IV)	

**DOCUMENT B
FORM OF TENDER**

To: Secretary
Central Bank of Sri Lanka
Tower 5, Level 11, Head Office Building
No.30, Janadhipathi Mawatha
Colombo 01.

**TENDER FOR CONDUCTING THE INDEPENDENT ASSESSMENT SERVICES UNDER
SWIFT CUSTOMER SECURITY PROGRAMME (CSP)
FOR THE CENTRAL BANK OF SRI LANKA**

Having examined the Invitation to Tender and all other requirements indicated in the tender documents, I/We.....of
.....her
eby offer to conduct the independent assessment services under SWIFT customer security programme (CSP) for the Central Bank of Sri Lanka in accordance with the conditions and specifications indicated in the tender documents, at the rates quoted in the Price schedule (Annex III) within a period of 14 days from the date of letter of award for the total sum of Rupees.....
..... (Rs.).

If my/our Tender is accepted I/we agree to furnish a Performance Guarantee in accordance with the tender documents in a sum equivalent to 10% of the total Contract Price for the due performance of the contract. Such Performance Guarantee shall be in the form of a Bank Guarantee or a Bank Draft in favor of Central Bank of Sri Lanka obtained from a licensed commercial bank operating in Sri Lanka. The Performance Guarantee shall be valid until 15 May 2024 from the date of letter of award by the CBSL. I/We understand that my/our Tender together with your written acceptance thereof shall form a binding contract between us.

Dated this of Two Thousand and Twenty Three.

Duly authorised to sign the bid for and on behalf of
..... (Company name and address).

Name:

Designation:

Signature:

Official Seal: