



**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA**

Ministry of Telecommunication and Digital Infrastructure

BIDDING DOCUMENT – BIDDING PROCEDURES

Volume 01 of 03

Single Stage Two Envelopes Bidding Procedure

FOR THE

**PROCUREMENT OF DESIGNING, DEVELOPING, SUPPLYING, DELIVERING, INSTALLATION
AND IMPLEMENTING THE SOFTWARE, HARDWARE AND INFRASTRUCTURE FOR
GENERATING DIGITAL IDENTITY FOR CITIZENS OF SRI LANKA AND FOR THE HOUSEHOLD
TRANSFER MANAGEMENT (HTM) SYSTEM**

INVITATION FOR BIDS No: MTDI /GOSL/IS/ICB/2016/15

April, 2016

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INSPECTION COPY

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The Government of the Democratic Socialist Republic of Sri Lanka

Ministry of Telecommunication and Digital Infrastructure

Invitation for Bids (IFB)

PROCUREMENT OF DESIGNING, DEVELOPING, SUPPLYING, DELIVERING, INSTALLING AND IMPLEMENTING THE SOFTWARE, HARDWARE AND INFRASTRUCTURE FOR GENERATING DIGITAL IDENTITY FOR CITIZENS OF SRI LANKA AND FOR THE HOUSEHOLD TRANSFER MANAGEMENT (HTM) SYSTEM
IFB NO: MTDI/GOSL/IS/ICB/2016/15

The Government of Sri Lanka annually allocates a considerable amount of funds for the social welfare, safety net programmes and pensions. These programs are designed to protect citizens from the economic risks and insecurities of life. The Government has a continued commitment towards these welfare programmes to ensure that these programmes achieve their desired objectives.

One of the main considerations is the efficient management of subsidies dispensed through these welfare programmes. In order to achieve the above, it is important to determine the identity of all beneficiaries and to ensure benefits are disbursed to the absolutely needy.

Therefore the Government of Sri Lanka has decided to implement a fully integrated automated system to manage disbursement of funds associated with all social welfare and safety net programmes in Sri Lanka By enabling citizens with digital identity that supports these objectives.

The proposed project will be implemented by the Information and Communication Technology Agency of Sri Lanka (ICTA), which functions under the purview of the Ministry of Telecommunication and Digital Infrastructure.

The Chairman of the Cabinet Appointed Procurement Committee (CAPC), on behalf of the Ministry of Telecommunication and Digital Infrastructure, now invites sealed Bids from eligible and qualified Bidders for procurement of designing, developing, supplying, delivering, installing and implementing the software, hardware and infrastructure for generating digital identity for citizens of Sri Lanka and for the Household Transfer Management (HTM) system.

Bidding will be conducted using the International Competitive Bidding (ICB) procurement method with Single Stage Two Envelopes procedure and procurement activities shall be governed by the Procurement Guidelines of the Government of Sri Lanka and is open to all eligible Bidders.

To be eligible for contract award, the successful bidder shall not have been blacklisted. The qualification criteria for the eligible bidders shall include the following. (Additional qualification requirements are given in the Bidding Documents).

- a) General experience: Under Information Technology (IT) Contracts, bidder shall have been in the business of implementing/integration of Information and Communication Technology Systems in the role of Prime Contractor or Prime System Integrator during the last five (05) years prior to the Bid submission deadline and with actively operational at least six (06) months in each year.
- b) Specific experience: During the last five (05) years, bidder must have successfully completed at least one (01) contract of similar nature, with the value of not less than Sri Lanka Rupees Five Thousand Million (LKR 5,000 Million) or equivalent. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the Bidding Document. At least one completed contract should have received final acceptance and system has been in operation satisfactorily during the last two (02) years counted from the date of bid submission deadline, and the other projects should have received at least provisional acceptance.
- c) For the Contract/s executed during the period stipulated in paragraph (b) above, the bidder should possess the minimum experience in the following key areas:
 - i. Design and implementation of Information Systems for similar scope and size
 - ii. Implementation of a system handling data capturing including biometrics, electronic storage and management of citizens' data
 - iii. Provisioning of operational support and maintenance of similar IT Systems and IT Infrastructure
- d) Annual Average Turnover

The minimum average annual turnover of not less than Sri Lankan Rupees Five Thousand Million (LKR 5,000 Million) or equivalent, calculated as total certified payments received for contracts in progress or completed, within the last three (03) years.
- e) Financial Resources

The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payments to meet the cash flow requirement of not less than Sri Lankan Rupees Three Thousand Five Hundred Million (LKR 3,500 Million) or equivalent, and net of the bidder's other commitments for this project.
- f) Successful bidder should have a registered business presence in Sri Lanka or should agree to establish an office with adequate staff and resources prior to commencement of works, which should continue to be in operation at least for a period of five (05) years for implementation, providing support for project management, maintaining warranty, providing technical support and maintenance of the system.

Interested eligible Bidders may obtain further information from Director/Procurement, ICTA, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05, Sri Lanka and inspect the Bidding documents during office hours on working days commencing from **April 12, 2016** at the office of ICTA at the above address. Telephone: +94 112369099, Facsimile: +94 112369091 Email: procurement@icta.lk.

A complete set of Bidding Documents in English Language may be purchased by interested bidders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Twenty Five Thousand (LKR 25,000.00) or equivalent amount in United States Dollars to Chief Accountant, Ministry of Telecommunication and Digital Infrastructure, effective from **April 12, 2016** during 0900 to 1500 Hours on working days (Monday to Friday) from the office of the Ministry at 79/1, 5th Lane, Colombo 03, Sri Lanka. The method of payment will be by cash. The Bidding Documents may be couriered to the foreign bidders at an additional charge of LKR 6,000.00 per set of documents.

A pre-bid meeting which potential bidders may attend will be held at 1400 Hrs on **May 13, 2016** at the office of ICTA, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05, Sri Lanka.

Bids must be delivered to Secretary, Ministry of Telecommunication and Digital Infrastructure, 79/1, 5th Lane, Colombo 03, Sri Lanka at or before 1500 Hrs on **July 07, 2016**. Late Bids will not be accepted and will be rejected and returned unopened to the bidders. Bids sent electronically will not be accepted.

All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the Bidding Documents in the amount of Sri Lankan Rupees Seventy Million (LKR 70,000,000.00).

Bids shall be valid for a period of 175 days from the date of deadline for submission of the Bids.

Technical Bids will be opened immediately after the deadline for submission of bids, in the presence of bidders or their authorized representatives who choose to attend in person at Ministry of Telecommunication and Digital Infrastructure, 79/1, 1st Floor, 5th Lane, Colombo 03, Sri Lanka.

Attention of the prospective bidders is drawn to the fact that,

- (i) They will be required to certify in their bids that all software is either covered by a valid license or was produced by the bidder itself and;
- (ii) Violations are considered fraud, which is among other remedies, punishable by potential blacklisting from participation in procurement activities funded by the Government of Sri Lanka.

The Ministry of Telecommunication and Digital Infrastructure and/or ICTA will not be responsible for any costs or any expenses incurred by the bidders in connection with the preparation or delivery of bids.

Chairman
Cabinet Appointed Procurement Committee
Ministry of Telecommunication and Digital Infrastructure
79/1, 1st Floor, 5th Lane, Colombo 03, Sri Lanka

April 10, 2016

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SECTION I – INSTRUCTIONS TO THE BIDDERS

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Information Technology (IT) Products and Services as specified in Volume 2 -Section VI (Schedule of Requirements). The name, identification, and number of lots (Contracts) of the International Competitive Bidding (ICB) are provided in the BDS.

1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Volume 3-Section VII (General Conditions) (GC).

2. Source of Funds

2.1 Government of Sri Lanka (GoSL) shall provide the financing required to meet eligible payments under the Contract for which these Bidding Documents are issued.

3. Corrupt Practices

3.1 It is the policy of GoSL that the officials of the procuring entity as well as Bidders, Suppliers, Service Providers and Contractors and their sub-Contractors under GoSL financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts, in pursuance of this policy, the GoSL;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the

execution of a Contract;

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 practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the employer, designed to influence the action of any party in a procurement process or the execution of a Contract;

iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a Contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoSL financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, GoSL financed Contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in the Volume 3- General Conditions (GC 47.1, Termination for Contractor’s Default).

4. Eligible Bidders

4.1 A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association (JV). In the case of a Joint Venture (JV):

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JV shall nominate one of the partners who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and, in the event the JV is awarded the Contract, during Contract execution. This shall be evidence by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

4.2 A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country and shall have legal rights to supply IT products and Services under the Contract resulting from these Bidding Documents. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or Contractors for any part of the Contract including related services.

4.3 GoSL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, Contractual obligations, or compliance with applicable laws and regulations. Bidders and Contractors under GoSL financed Contracts, shall observe the highest standard of ethics. GoSL will take appropriate actions, which include not financing of the Contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) A Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same sub-Contractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design and/or technical specifications of the products and services and/or other documents that are the subject of the procurement under these Bidding documents.

4.4 A firm that is under a declaration of ineligibility by GoSL in accordance with ITB 3 at the date of the deadline for Bid submission or thereafter, shall be disqualified.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.6 In case a prequalification process has been conducted prior to the Bidding process, this Bidding is open only to prequalified Bidders.

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security

Council taken under Chapter VII of the Charter of the United Nations, the employer's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible IT Products and Services

4.8 Local Companies bidding for these tender or Local partners of Foreign Companies bidding for this tender shall be registered under the Public Contracts Act, No 3 of 1987.

5.1 For the purposes of these Bidding Documents, the IT Products and Services means all:

- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called the products in some clauses of the ITB); and
- (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services necessary for proper operation of the products to be provided by the selected Bidder and as specified in the Contract.

5.2 The IT Products and Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such IT Products and Services.

5.3 For the purposes of ITB 5.2 above - origin means the place where through software development,

manufacturing, or substantial and major assembly or integration of components, a commercially recognized Product results that is substantially different in basic characteristics or in purpose or utility from its components.

6. Intellectual Property

6.1 By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the Products and Services offered, or that it has proper authorization and/or license to offer them from the owner of such rights. Willful misrepresentation of these facts shall be considered fraudulent practice subject to the provisions of ITB 3.1 through 3.2 above, without prejudice of other remedies that the Employer may take.

7. Status of Sub - Contractors

7.1 If it is allowed in the BDS for Sub-Contractors to be nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Sub-Contractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. Non-compliance may result in the rejection of all Bids in which the affected firm participates as Bidder or as partner in a Joint Venture.

7.2 Any firm not participating as Bidder or as partner in a Joint Venture may be proposed as a Sub-Contractor in any number of Bids.

A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Sub-Contractor in other Bids, except for the supply of commercially available Hardware or Software by the firm, as well as purely indicated services such as installation/configuration, routing training and ongoing maintenance support.

7.3 If a Bidder intends to Sub-Contract major items of Products and Services, it shall include in the Bid details of the name and nationality of the proposed Sub-Contractor, including vendors for each of those items and shall be responsible for ensuring that any

Sub-Contractor proposed complies with the requirements of ITB 3.

7.4 Bidders are free to list more than one Sub-Contractor against each item. Quoted rates and prices will be deemed to apply, whichever Sub-Contractor is appointed, and no adjustment of the rates or prices will be permitted. The Employer reserves the right to delete any proposed Sub- Contractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Sub-Contractors in Volume 3-Appendix 3 of Section IX (Contract Forms), which shall list the approved Sub-Contractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Sub-Contractors shall be performed in accordance with GC Clause 20.

7.5 The Employer, where applicable, may select only some of the listed Sub- Contractors in evaluating a Bid. The criteria for selection will be set out in the BDS.

8. Contacting the Employer

8.1 From the time of Bid advertisement to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

8.2 If a Bidder tries to directly influence the Employer or otherwise interfere in the Bid submission and evaluation process and the Contract award decision, its Bid may be rejected.

B. Contents of Bidding Document

9. Sections of Bidding Document

9.1 The Bidding Document consists of Volume 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 11.

Volume 1	Bidding Procedures
Section I	Instructions to Bidders (ITB)

Section II	Bid Data Sheet (BDS)
Section III	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Eligible Countries

Volume 2	Requirements
Section VI	Schedule of Requirements

Volume 3	Conditions of Contract and Contract Forms
Section VII	General Conditions (GC)
Section VIII	Particular Conditions (PC)
Section IX	Contract Forms

9.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document and is intended for references only. In case of inconsistencies, the actual Bidding Documents shall prevail.

9.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

9.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

10. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

10.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his enquiries during the pre-Bid meeting if provided for in accordance with ITB 10.4. The Employer will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer’s response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance

with ITB 9.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 11 and ITB 26.2.

- 10.2 The Bidder, may on notifying the Employer in writing within the time stated in the BDS, visit and examine the site/s where the IT Products and Services are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the provision of IT Products and Services. The costs of visiting site(s) shall be at the Bidder's own expense.
- 10.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. No site visits shall be arranged or scheduled after the deadline for submission of the Bids and prior to the award of the Contract.
- 10.4 The Bidder's designated representative is invited to attend a pre-Bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 10.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 10.6 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source,

and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 9.3. Any modification to the Bidding Document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 11 and not through the minutes of the pre-Bid meeting.

10.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

11. Amendment of Bidding Document

11.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

11.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 9.3.

11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 26.2.

C. Preparation of Bids

12. Cost of Bidding

12.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

13. Language of Bid

13.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the

English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 14. Documents Comprising the Bid**
- 14.1 The documents comprising the Bid are listed in Section IV (Bidding Forms), in the Bidder Response Format (BRF). Bidders must use the BRF provided to structure and submit their Bids.
- 14.2 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in Table 1 (Bidder's Response Format – Technical Bid of Section IV (Bidding Forms), and the other the Price Bid containing the documents listed in Table 2 (Bidder's Response Format – Price Bid of Section IV (Bidding Forms), both envelopes enclosed together in an outer single envelope.
- 14.3 Any other documents required as listed in the BDS
- 15. Letter of Bid and Schedules**
- 15.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV (Bidding Forms). The forms must be completed as instructed in each form.
- 16. Alternative Bids**
- 16.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.
- 17. Documents Establishing the Eligibility of the IT Products and Services**
- 17.1 To establish the eligibility of the IT Products and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV (Bidding Forms).
- 18. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 18.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Bidder Response Format included in Section IV (Bidding Forms).

18.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 38.

**19. Documents
Establishing
Conformity of
the IT Products
and Services**

19.1 The Bidder shall furnish the information stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate substantial responsiveness of its Bid to the work requirements and the completion time.

19.2 For major items of IT Products and Services which the Bidder intends to purchase or sub contract, the Bidder shall give details of the name and nationality of the proposed Sub-Contractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Sub-Contractor is appointed, and no adjustment of the rates and prices will be permitted.

19.3 The written evidence of conformity of the IT Products and Services shall be inserted into the tables that comprise the Bidder's response to items in Volume 2-Section VI (Schedule of Requirements) in the form of written descriptions, literature, diagrams, certifications, and client references.

19.4 The Bidder will provide an item-by-item response to the Employer's Schedule of Requirements, demonstrating what the Bidder will provide, and how from a technical, functional, business or Service perspective, as appropriate, its IT Products and Services respond to the requirements. In demonstrating responsiveness, the commentary may include explicit cross references to the relevant pages in the supporting materials included in the Bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogues, technical

specifications, or other pre-printed materials submitted with the Bid, the item-by-item commentary shall prevail.

- 19.5 A Preliminary Project Plan is required, the details of which are described in Volume 2 - Section VI (Schedule of Requirements).
- 19.6 A written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all IT Products and Services as required by the Bidding Documents.
- 19.7 For purposes of the commentary to be furnished pursuant to ITB 19.4, the Bidder shall note that any references to brand names or model numbers or national or proprietary standards designated by the Employer in Volume 2 - Section VI (Schedule of Requirements) are intended to be descriptive and not restrictive (except where explicitly prohibited in the BDS for specific items or standards). The Bidder may substitute alternative brand/model names or standards in its Bid, provided that it demonstrates to the Employer's satisfaction that the use of the substitute(s) will result in the IT Products and Services being able to perform substantially equivalent to or better than that specified in Volume 2 - Section VI (Schedule of Requirements).

20. Bid Prices

- 20.1 Unless otherwise specified in the BDS, Bidders shall quote for the entire IT Products and Services on a single responsibility basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and sub-Contracting (if any), delivery, construction, installation, completion, acceptance, commissioning and support of the IT Products and Services as specified in Volume 2 - Section VI (Schedule of Requirements). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of

the IT Products and Services and, where so required by the Bidding Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 20.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV (Bidding Forms).
- 20.3 The price of items that the Bidder has left blank in the cost tables provided in the BRF shall be assumed to be included in the price of other items. Items omitted altogether from the price tables shall be assumed to be omitted from the Bid and, provided that the Bid is substantially responsive, an adjustment to the Bid price will be made during evaluation in accordance with ITB 42.1(c) (i).
- 20.4 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the Contract, in accordance with the Implementation Schedule in Volume 2 - Section VI (Schedule of Requirements), and with Volume 3 - GC and Appendix 7 (Terms and Procedures for Payment). Bidders may be required to provide breakdown of any composite or lump-sum items included in the price tables.
- 20.5 The prices for IT Products and Services are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, and quoted in the appropriate columns of the cost tables in the BRF as follows:
- (a) Products supplied from outside the Employer's country:

Unless otherwise specified in the BDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Employer's country. The named place of destination and special instructions for the Contract of carriage are as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance Services from any eligible source country.

(b) Locally supplied Products:

Unit prices of Products offered from within the Employer's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis.

(c) Inland transportation:

Unless states otherwise in the BDS, inland transportation, insurance and related local costs incidental to the delivery of the Products to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 20.6, whether the Products are to be supplied locally or from outside the Employer's country, except when these costs are already included in the price of the Products, as is, e.g., the case, when ITB 20.5(a) specifies CIP, and the named places of destination are the Project Sites.

- 20.6 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Contractor, such as transportation, travel, subsistence, office support, communications, translation, printing of materials, etc. costs

incidental to the delivery of the services but incurred by the Employer or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

- 20.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in Volume 3- GCC Clause 1.1 and prices for Recurrent Costs to be incurred during the Post-Warranty Services Period, defined in PC Clause 1 shall be quoted as Service prices in accordance with ITB 20.6 on the Recurrent Costs Form in detail, and on the Recurrent Costs Summary Form in currency total. Recurrent costs are all-inclusive of the costs necessary items such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the IT Products and Services and, if appropriate, of the Bidder's own allowance for price increases.
- 20.8 The prices shall be either fixed or adjustable as specified in the BDS.
- 20.9 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 20.10 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV

(Bidding Forms).

- 20.11 If so indicated in the BDS, Bids are being invited for individual lots (Contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
- 20.12 If the BDS allows Bidders to quote separate prices for different lots (Contracts), and the award to a single Bidder of multiple lots (Contracts), the methodology to determine the lowest evaluated responsive price of the lot (Contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

21. Currencies of Bid and Payment

- 21.1 The currency(ies) of the Bid shall be, as specified in the BDS.
- 21.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

22. Period of Validity of Bids

- 22.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period less than the period specified shall be rejected by the Employer as non-responsive.
- 22.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 23, the Bidder granting the request shall also extend the Bid Security for twenty- eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without

forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

23. Bid Security

23.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and in the amount and currency specified in the BDS.

23.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional bank guarantee;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

from a reputable source from an eligible country. The Bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 22.2.

23.3 Any Bid not accompanied by an enforceable and compliant Bid security shall be rejected by the Employer as non-responsive.

23.4 The Bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 49.

23.5 The Bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

23.6 The Bid security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the

Letter of Bid

or

- (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 48;
 - or
 - (ii) Furnish a performance security in accordance with ITB 49.

23.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of Bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

23.8 If a Bid security is not required in the BDS, and

- (a) a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 22.2, or
- (b) the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48;
 - or
 - (ii) furnish a performance security in accordance with ITB 49;

the Employer may, if provided for in the BDS declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS.

24. Format and Signing of Bid

24.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 14 and clearly mark it —ORIGINAL. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them —COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.

24.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written

confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the original Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 24.3 A Bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 24.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

25. Submission, Sealing and Marking of Bids

- 25.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing and marking are as follows:
 - (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 16, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY”. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 25.2 and 25.3.
 - (b) Bidders submitting the Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.
- 25.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Employer in accordance with ITB 25.1;
 - (c) Bear the specific identification of this Bidding

process indicated in accordance with ITB 1.1;
and

- (d) Bear a warning not to open before the time and date for Bid opening.

25.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

26. Deadline for Submission of Bids

26.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

26.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 11, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Late Bids

27.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 26. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

28. Withdrawal, Substitution, and Modification of Bids

28.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 24.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) Prepared and submitted in accordance with ITB 24 and ITB 25 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”,

“MODIFICATION” and;

- (b) Received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 26.

28.2 Bids requested to be withdrawn in accordance with ITB 28 shall be returned unopened to the Bidders.

28.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

29. Bid opening

29.1 The Employer shall conduct the opening of Technical Bids in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB Sub-clause 25.1 shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Proposal may be immediately resealed by the bid opening committee for evaluation.

29.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened,

read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 29.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening. Envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 29.1.

29.3 All other envelopes holding the Technical Bids shall be opened one at a time, reading out: the name of the Bidder, and indicating whether there is a modification or substitution; the presence or absence of a Bid security and any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out and recorded at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 27.1.

29.4 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification and the presence or absence of a Bid security or a Bid securing declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time.

29.5 At the end of the evaluation of the Technical Bids,

the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

29.6 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

29.7 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance

29.8 All other envelopes holding Price Bids shall be opened one at a time, reading out: the name of the Bidder, and indicating whether there is a modification or substitution; the Bid Prices, including any discounts and alternative offers, and any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at Bid opening.

29.9 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who

submitted Bids in time.

E. Evaluation and Comparison of Bids

- 30. Confidentiality**
- 30.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 30.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 30.3 Notwithstanding ITB 30.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 31. Clarification of Bids**
- 31.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 39.
- 31.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 32. Deviations, Reservations, and Omissions**
- 32.1 During the evaluation of Bids, the following definitions apply:
- (a) Deviation: is a departure from the requirements specified in the Bidding Document;

- (b) Reservation: is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) Omission: is the failure to submit part or all of the information or documentation required in the Bidding Document.

33. Preliminary Examination of Technical Bids

33.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation referenced in ITB Sub-Clause 14.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.

33.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security, if applicable; and
- (d) Technical Proposal in accordance with ITB 19.

34. Responsiveness of Technical Bid

34.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 14.

34.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the IT Products and Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent

with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids

34.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 19, Documents Establishing Conformity of the IT Products and Services, in particular, to confirm that all requirements of Section VI (Schedule of Requirements) have been met without any material deviation, reservation, or omission.

34.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**35. Nonmaterial
Nonconformities**

35.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.

35.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

35.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The

adjustment shall be made using the method indicated in Section III (Evaluation and Qualification Criteria).

36. Evaluation of Bids

36.1 The Employer will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 32, 33, 34 and 35. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the lowest evaluated responsive Bidder for the entire IT Products and Services required by the Employer; or
- (b) if specified in the Section III (Evaluation and Qualification Criteria), Contracts will be awarded to the Bidders for each individual lot, or slice defined in Section VI (Schedule of Requirements) whose Bids result in the lowest combined evaluated price for the entire IT Products and Services required by the Employer.

36.2 The Employer shall use the criteria and methodologies indicated in ITB 36 to ITB 43. No other evaluation criteria or methodologies shall be permitted.

36.3 The Employer's evaluation of a Bid will be made on the basis of prices quoted in accordance with ITB 20.

37. Detailed Evaluation of Technical Bids

37.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders.

37.2 If the Employer has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 100 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.

(a) The categories of technical features that could be evaluated are generally defined below and specifically identified in Section III (Evaluation and Qualification Criteria):

(i) Performance, capacity, or functionality features such as those that either exceed levels specified as mandatory or desirable in Section VI (Schedule of Requirements); meet the Employer's business requirements, reduce the Employer's level of risk, or influence the life-cycle cost and effectiveness of the Products and Services

(ii) Usability features, such as ease of use, ease of administration and implementation, or ease of expansion, compatibility with existing infrastructure, systems and applications, which influence life-cycle cost and effectiveness of the Products and Services.

(iii) The thoroughness, reasonableness, and responsiveness of the Bidder's preliminary plans such as the project plan, implementation plan, and transition plan in assisting the Employer to successfully achieve its requirements.

(iv) The thoroughness, reasonableness, and responsiveness of the proposed arrangements for support such as management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and

other such activities as specified in the Volume 2- Section VI (Schedule of Requirements).

(v) Other relevant factors, if any, listed in Section III (Evaluation and Qualification Criteria).

(b) As specified in the Section III (Evaluation and Qualification Criteria), appropriate features within these technical categories will be identified and given a weighting as part of the technical evaluation.

37.3 Where alternative technical solutions have been allowed in accordance with ITB 16, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

38. Eligibility and Qualification of the Bidder

38.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.

38.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

38.4 The capabilities of the manufacturers and Sub Contractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a

manufacturer or Sub Contractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Sub Contractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Sub Contractors for each item concerned.

**39. Correction of
Arithmetical
Errors**

39.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected.

(b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

39.2 If the Bidder that submitted the lowest evaluated substantially responsive Bid does not accept the correction of errors, its Bid shall be declared non-responsive.

**40. Conversion to
Single Currency**

40.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**41. Margin of
Preference**

41.1 Unless otherwise specified in the BDS, no margin of preference shall apply.

42. Evaluation of Price Bids

42.1 The Evaluated Bid Price (P) for each responsive Bid will be determined as the sum of the Adjusted Bid Price (AP) plus the Recurrent Costs (R); where the Adjusted Bid Price (AP) is determined as:

- (a) The price of the IT Products offered from within or from outside the Employer's country, in accordance with ITB 20.5; plus
- (b) The total price for all Services such as software development, transportation, insurance, installation, customization, integration, commissioning, testing, acceptance, training, technical support, repair, and any other Services.
- (c) With adjustments for:
 - (i) Products and Services that are left out or are necessary to correct minor deviations of the Bid will be added to the total Bid price using costs taken from the highest prices from other responsive Bids for the same Products and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Products and Services are scored as a technical failure, the relevant score will be set at zero
 - (ii) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 35.
 - (iii) Corrections to errors in arithmetic, in accordance with ITB 39
 - (iv) Converting the amount resulting from applying (i) to (iii) above, if relevant, to a single currency in accordance with ITB 40.
 - (v) The evaluation factors indicated in Section III (Evaluation and Qualification Criteria).
- (d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R = \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

Where,

N = number of years of the Warranty Period, defined in PC Clause 29.2 (C)

M = number of years of the Post-Warranty Services Period, as defined in PC Clause 1

X = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods

R_x = total Recurrent Costs per year “x,” as recorded in the Recurrent Cost Form

I = discount rate to be used for the Net Present Value calculation, as specified in **BDS**.

42.2 If price adjustment is allowed in accordance with ITB 20.8, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

42.3 If this Bidding Document allows Bidders to quote separate prices for different lots (Contracts), and the award to a single Bidder of multiple lots (Contracts), the methodology to determine the lowest evaluated price of the lot (Contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

42.4 If the Bid, which results in the Lowest Evaluated substantially responsive Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analysis, taking into consideration the terms of payment, the

Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

43. Comparison of Bids 43.1 The Employer shall compare all substantially responsive Bids in accordance with ITB 42.1 to determine the lowest evaluated substantially responsive Bid.

44. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 44.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders without specifying any reason. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

45. Employer’s Right to Vary Quantities at Time of Award 45.1 The Employer reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the BDS, any of the following:

- (a) the quantity of substantially identical IT Products and Services; or
- (b) the quantity of individual Hardware, Software, related equipment, Materials, products, and other Goods that are components of the Project to which this procurement applies; or
- (c) the quantity of Installation or other Services to be performed,

From that originally specified in Section VI (Schedule of Requirements) (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other items and conditions.

- 46. Award Criteria** 46.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated responsive Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 47. Notification of Award** 47.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the -Letter of Acceptance) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the IT Products and Services (hereinafter and in the Conditions of Contract and Contract Forms called Contract Price
- 47.2 At the same time, the Employer shall also notify all other Bidders of the results of the Bidding, and shall publish the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) Bid prices as read out at Bid Opening; (iii) name and evaluated prices (and Bid score if weighted scoring system was used) of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
- 47.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 47.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance to ITB 47.2, requests in writing the grounds on which its Bid was not selected.
- 48. Signing of Contract** 48.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

48.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return the Contract Agreement to the Employer.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 42.4, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security or execution of the Bid Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated substantially responsive Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

50. Adjudicator

50.1 Unless the BDS states otherwise, the Employer proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GC Clause 52. In this case, a resume of the named person is attached to the BDS. The proposed hourly fee of the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS. If a Bidder does not accept the Adjudicator proposed by the Employer, it should state its non-acceptance in its Bid Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a resume of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Employer too, the Employer reserves the right to cancel the Adjudicator nominated

in the BDS and propose a new one. If by the day the Contract is signed, the Employer and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the PC clause relating to GC Clause 52.1(e), or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

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SECTION II – BID DATA SHEET

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SECTION II – BID DATA SHEET

The following specific information relating to IT products/ services to be procured and procurement procedure that will be used shall complement, supplement or amend the provisions in the Instructions To Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. Introduction	
ITB 1.1	<p>The number of the Invitation for Bids is: MTDI/GOSL/IS/ICB/2016/15</p> <p>The Employer is: : Ministry of Telecommunication and Digital Infrastructure</p> <p>The name of the ICB is:</p> <p>PROCUREMENT OF DESIGNING, DEVELOPING, SUPPLYING, DELIVERING, INSTALLING AND IMPLEMENTING THE SOFTWARE, HARDWARE AND INFRASTRUCTURE FOR GENERATING DIGITAL IDENTITY FOR CITIZENS OF SRI LANKA AND FOR THE HOUSEHOLD TRANSFER MANAGEMENT (HTM) SYSTEM</p> <p>The identification number of the ICB is: MTDI/GOSL/IS/ICB/2016/15</p> <p>Bids are not being invited for individual lots (Contracts) or for any combination of lots (packages). Bids should be submitted for the total requirement. Partial Bids shall not be considered for evaluation and shall be rejected.</p>
ITB 4.1	<p>In the event that bidder is a joint venture/consortium, the original joint venture (JV) agreement or agreement to form a JV if awarded the contract should be submitted with the bid and it should precisely indicate the responsibilities of all members of JV in respect of planning, software development, manufacture, design, supply, installation, commissioning and training for the project. This should not be varied/modified subsequently.</p>
ITB 4.2	<p>Following words are added under ITB 4.2 as a sub clause. The successful bidder should have a registered business presence in Sri Lanka or should agree to establish an office with adequate staff and resources prior to commencement of works, which should continue to be in operation for a period of five (05) years for implementation, providing support for project management, maintaining warranty, providing technical support and maintenance of the system.</p>

ITB 7.1	<p>Sub-Contractors' qualifications shall not be taken into account in assessing the Bidder's overall qualifications. Bidder shall provide following details of all sub-contractors with its bid.</p> <ul style="list-style-type: none"> i. Experience in the relevant field ii. Details of similar projects for which sub-contractors have provided services
ITB 7.3	<p>The Bidders shall submit along with the Bids, MoUs and/or Agreements signed between the sub-Contractors and the Bidder precisely indicating the responsibilities of the sub-contractors.</p> <p>MoUs and /or agreements must be signed by persons who have been duly authorized to sign through a power of attorney or by Board resolutions of the respective companies.</p>
ITB 7.5	Not Applicable
B. Contents of Bidding Document	
ITB 10.1	<p>Request for clarifications should be sent to</p> <p>Director-Procurement Information and Communication Technology Agency of Sri Lanka, 16/24, Kirimandala Mawatha, Colombo 05, Sri Lanka.</p> <p>Telephone : +94 11 2369099 Fax: + 94 11 2369091 E-mail : procurement@icta.lk</p>
ITB 10.2	Site visits will be facilitated by the Employer. Details of the site visits will be provided at the pre-bid meeting.
ITB 10.4	<p>A pre-bid meeting will take place. date, time and place are as follows:</p> <p>Date: May 13, 2016 Time: 1400 hrs.</p> <p>Place: Information and Communication Technology Agency of</p>

	<p>Sri Lanka Floor/Room Number: 2nd Floor Street Address: 160/24, Kirimandala Mawatha City: Colombo 07 Country: Sri Lanka</p> <p>Note: In the event, the venue is changed due to number of participants, the new venue will be notified through the websites: www.mtdi.gov.lk and www.icta.lk</p>
C. Preparation of Bids	
ITB 13.1	Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English Language.
ITB 16.1	Alternative Bids and product options are not allowed.
ITB 20.1	Bidder shall quote for the entire IT Products and Services on a single responsibility basis unless exceptions are listed as follows: "No exceptions"
ITB 20.5	The Incoterm for quoting IT Products and Services manufactured within the Employer's country is: (The Incoterms edition is —Incoterms 2010 – ICC Official Rules for the Interpretation of Trade Terms published in September 1999 by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France).
ITB 20.5 (a)	For (foreign) goods supplied from outside Sri Lanka shall be quoted on Cost, Carriage and Insurance Paid (CIP) to (named place of destination). (i) The contract of carriage shall include the cost of unloading the goods at the destinations as well as payment by the Bidder of the costs of custom duties, taxes or other charges payable on foreign goods for their transit through any country other than the Employer's country. (ii) IT Products and services should be covered by a comprehensive all risks insurance cover including "war risks" and "terrorist cover" by the contractor. Cost of insurance shall be borne by the contractor.
ITB 20.5	Named places of destinations are given in Volume 2: Section VI-Schedule of

(a)	Requirement
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ITB 20.8	The prices quoted by the Bidder shall be Fixed
ITB 20.11	Bids are not being invited for individual lots (Contracts) or for any combination of lots (packages). Bids should be submitted for the total requirement. Partial Bids shall not be considered for evaluation and shall be rejected.
ITB 21.1	<p>Bid prices shall be quoted in the following currencies:</p> <p>(a) Bidder may quote its prices for all IT Products and Services to be supplied from outside the Employer's country in any fully convertible currency in Sri Lanka (as approved by the Central Bank of Sri Lanka). If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Employer's country.</p> <p>(b) The currency to be used for quoting prices of the Goods and Services components of the System offered from within the Purchaser's Country, as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is the currency of the employer's country.</p> <p>If some of the expenditures for the Related Services are to be incurred in the currency of the country of the Employer, such expenditures should be expressed in the Bid in the currency of the Employer's country and will be payable in the currency of the Employer's country.</p>
ITB 22.1	<p>Bid validity period shall be 175 Days from the Deadline for Submission of Bids inclusive of the deadline date for submission of Bids as specified below in reference to ITB Clause 26.</p> <p>Accordingly the Bids shall be valid until December 29, 2016</p>
ITB 23.1	<p>Bid shall include a Bid Security (original) issued by bank using the form included in Section IV (Bidding Forms).</p> <p>The amount and currency of the Bid security shall be</p>

	<p>Sri Lankan Rupees Seventy Million (LKR 70 Million)</p> <p>The Bid Security shall be issued in favor of:</p> <p>Secretary, Ministry of Telecommunication and Digital Infrastructure, 79/1, 5th Lane, Colombo 03, Sri Lanka</p>
ITB 23.2	<p>Bid Security must be submitted using only the prescribed form included in this Bidding Document.</p> <p>Bid Security should be from a Commercial Bank and valid for Two Hundred and Three days (203) from the date of deadline of submission of bids inclusive of the deadline date for submission of bids.</p> <p>Bid Security shall be valid for 28 days beyond the original validity period of the bid. If the Bid Security is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka. Banks in Sri Lanka issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No. 30 of 1988 and supervised by the Central Bank of Sri Lanka. The Bid security shall be enforceable in Sri Lanka.</p>

<p>ITB 24.1</p>	<p>The Bidder shall adhere to the following procedure in submitting the Bids.</p> <ol style="list-style-type: none"> (1) The original version of Technical and Financial proposals should be sealed in separate envelopes and clearly marked as “ORIGINAL TECHNICAL BID” and “ORIGINAL FINANCIAL BID” respectively. (2) The above two sealed envelopes should be put into another envelope, sealed and marked as “ORIGINAL BID - DESIGNING, DEVELOPING, SUPPLYING, DELIVERING, INSTALLING AND IMPLEMENTING THE SOFTWARE, HARDWARE AND INFRASTRUCTURE FOR GENERATING DIGITAL IDENTITY FOR CITIZENS OF SRI LANKA AND FOR THE HOUSEHOLD TRANSFER MANAGEMENT (HTM) SYSTEM - MTDI /GOSL/IS/ICB/2016/15” (3) A duplicate of the Technical Bid shall be put in to a separate envelope, sealed and marked as “DUPLICATE TECHNICAL BID” (4) All envelopes shall be addressed to: <ul style="list-style-type: none"> Secretary, Ministry of Telecommunication and Digital Infrastructure, 79/1, 5th Lane, Colombo 03, Sri Lanka <p>NOTE: All other information such as Manufacturer’s authorization Forms, Bank Guarantee for Bid Security, Audited financial statements (Cash flow, Income Statement and balance sheet), Joint Venture (JV) agreement/ intension letters from partners, Power of Attorney signed by legally authorized signatories of all the partners of JV, Power of Attorney for signature, Agreement with Sub Contractors etc., should be submitted along with the Technical Bids.</p> <p>Original of Price Bids/Financial Bids shall be submitted in a separate envelope (no copies required). Only Bid Form, Price Schedule Forms, Grand Summary Cost Table and all other relevant cost tables should be included in the Price Bids/Financial Bids.</p>
<p>ITB 24.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> a. If a bid submitted by a Limited liability company or a corporation; Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country) or a Board resolution certified by the company secretary. b. If a bid is submitted by a partnership: Power of Attorney shall be either notarized or attested by an appropriate authority in the Bidder’s home country. c. If a bid is submitted by a Single Proprietor: Power of Attorney shall be required only if the bid is signed by (i) person other than the single proprietor who is the bidder ; or (ii) a person other than the owner of a single Proprietorship who is the bidder.

	<p>d. If a bid is submitted by a Joint Venture (JV): Power of Attorney (either notarized or attested by an appropriate authority in the bidder's home country). It shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of JV during the bidding process. And in the event the JV is awarded the contract, during contract execution.</p>
D. Submission and Opening of Bids	
ITB 25.1	<p>(a) Refer BDS for ITB 24.1 given above. (b) Bidders will not have the option of submitting their Bids electronically.</p>
ITB 26.1	<p>Deadline for submission of Bids is: Date : July 07, 2016 Time : 1500 hours Address for Bid Submission is: Secretary, Ministry of Telecommunication and Digital Infrastructure, 79/1, 5th Lane, Colombo 03, Sri Lanka</p>
ITB 29.1	<p>The opening of Technical Bids shall take place immediately after Bid closing at; Secretary, Ministry of Telecommunication and Digital Infrastructure, 79/1, 5th Lane, Colombo 03, Sri Lanka Time: 1400 hours</p>
ITB 29.5	<p>Only the Bidders who have been qualified through the Technical Evaluation will be invited to participate for the opening of the Price/Financial Bid. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer.</p>
ITB 36.1	<p>Contract shall be for the entire solution as stipulated in the Bidding Documents.</p>
ITB 37.3	<p>Alternative Bids and product options are not allowed.</p>
E. Evaluation and Comparison of Bids	

ITB 38.4	Sub- Contractors’ qualifications shall not be taken into account in assessing the Bidder’s overall qualifications.
ITB 40.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees (LKR)</p> <p>The source of exchange rate shall be daily indicative rates of world currencies published by the Central Bank of Sri Lanka</p> <p>The date for the exchange rate shall be: Date of deadline for submission of Bids</p>
ITB 41.1	<p>A margin of preference shall apply.</p> <p>The application methodology will be as specified in Section III Evaluation and Qualification Criteria.</p>
ITB 42.1(d)	<p>The Net Present Value (NPV) discount rate is the latest published as at Bid submission deadline;</p> <ul style="list-style-type: none"> - For foreign currency – Commercial Interest Reference Rate (CIRR) published by Organization for Economic Co-operation Development (OECD) or respective central bank policy rate plus a margin. - For local currency -Treasury Bond Rate published by Central Bank of Sri Lanka
ITB 45	The Employer reserves the right to vary the quantities in Section IV (Schedule of Requirements) by plus or minus 15% without any change in the unit prices.
ITB 48.2	Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return the Contract Agreement to the Employer.
ITB 49.1	Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 42.4, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer.
ITB 50	<p>The proposed Adjudicator is Dispute Adjudication Board.</p> <p>The hourly fee shall be as mutually agreed by both Employer and Contractor).</p> <p>Fees for the Adjudicator and the other expenses that would be considered reimbursable shall be equally shared between employer and the contractor.</p> <p>Adjudicator shall be from the country of the Employer.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

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SECTION III – EVALUATION AND QUALIFICATION CRITERIA

3.1. Evaluation

3.1.1. Responsive Bid

The Employer will review all Bids submitted to determine whether the Bidder is eligible and qualified (as per the Bidder’s Qualification Criteria specified in this Section III) and whether each Bid is responsive using the following criteria pursuant to ITB Clause 34.

- (a) The Bidder meets the Qualification Requirements outlined in Bidder’s Qualification Criteria specified in this Section III – Table 3.2: Qualifications of the Bidder.
- (b) The Bid is substantially complete in that it provides the information outlined in the Bidder Response Format Section IV – Bidding Forms (Employer assessment)
- (c) All Bids that satisfy the above criteria in item (a) and (b) will be considered for the detailed technical evaluation.

3.1.2. Technical Evaluation

The Employer will evaluate the Technical Bids pursuant to ITB Clause 37 using the following criteria:

- (a) In order to evaluate the quality aspects of the Technical Bid, Bidder must state comprehensively with sufficient details, how their Bid meets the Technical Requirements specified in Section VI (Schedule of Requirements) of the Bidding document (Volume 2). Sufficient documentary evidence shall be provided where applicable.
- (b) Bidder must use the Technical Responsive Checklist given in Volume 2 - Section VI (Schedule of Requirements) of the Bidding document to state how the proposed system responds to each technical requirement.
- (c) Bidder’s Technical bid must meet all the requirements stipulated in the Volume 2 - Section VI (Schedule of Requirements) of this Bidding Document. All the requirements specified in the Technical Responsive Checklist are mandatory.

3.1.3 – Evaluation components, applicable marking scheme and technical weightages

For each technical requirement specified under each project components specified in Table 5 in section 4.1- Scope of Services, Volume 02. The Employer will assign a whole number technical score from “Zero” (0) to “Hundred” (100) to the Bidders responses using the marking scheme specified in the Table 3.1 below.

Table 3.1: Criteria and Maximum Score

	Criteria	Maximum Score
1	Feature/requirement is absent and does not meet requirement	0
2	Feature/requirement is present and partially meets the requirements	30
3	Feature/requirement is present and meets minimum requirement	80
4	Feature/requirement exceeds the minimum requirement	85
5	Feature/requirement significantly exceeds the requirement	100

The Employer will use the following criteria to determine the responsiveness of the Bidder to the technical requirement of the project.

- i. The Bid must obtain a non-zero technical score for each and every technical requirement of the respective Evaluation Component for all Evaluation Components.
- ii. The Bid must obtain an average Technical Score of more than the respective minimum pass level specified in Table 3.1 for each and every Evaluation Component.

Table 3.2: Evaluation Components, Assigned Marks and Weightages

Project component	Item Description	Weight	Maximum marks for each component	Pass Level marks for each component
1	Enrolment Stations [Supply, Delivery, Installation and Commissioning of data collection equipment, computer hardware and furniture at enrolment Stations located at NDF centers]	10%	100	80
2	Portable Units [Supply, Delivery, Installation and Commissioning of data collection portable equipment]	5%	100	80
3	Centralized NDI Software Solution [Setting up of a centralized software solution to capture, store, update collected NDI data and authenticate during operations]	25%	100	80
4	Training [Training of staff associated with collection of data]	5%	100	80
5	Digital Transaction Cards (DTCs) and Personalisation [Supply, delivery, installation, commissioning, personalization and issuance of Digital Transaction Cards (DTC) and related equipment]	15%	100	80
6	NDI Hosting Infrastructure	10%	100	80

Project component	Item Description	Weight	Maximum marks for each component	Pass Level marks for each component
	[Supply, delivery, installation and commissioning of systems infrastructure to host the proposed centralized NDI software solution]			
7	Certificate Authority and services [Supply, delivery, installation and commissioning of the Certificate Authority and establishment of Services]	20%	100	80
8	HTM System Development of Fund Transfer module for the Ministry of Finance	10%	100	80

Supplier must meet all the requirements stipulated in Volume 2 -Section VI (Schedule of Requirement). Scores will be given to reflect the quality aspect of the proposed system, appropriateness of the proposed hardware and software, training methodology as well as any requirements offered beyond the scope of each item, which would be conducive for the utility of the system and improve the quality of the system. In order to evaluate the quality aspect of the proposed system, bidder must state comprehensively with sufficient details, how each component of the proposed system specified in the Technical Responsive Checklist meets the requirements and to what extent it responds to those requirements.

Evaluation of the bidder's Technical Proposal will also include an assessment of the Bidder's technical capacity to mobilize key resources and personnel for the contract, consistent with its proposal regarding work methods, scheduling, and resource sourcing, in sufficient detail, and fully in accordance with the requirements stipulated in Volume 2 - Section VI (Schedule of Requirement), and will be limited to satisfy that the bidder has fully understood and offered to do the full scope of work, within the stipulated period of time.

The method statements, site organization, mobilization and implementation schedule, personnel and resources proposed, submitted with the bid, shall all be for the above purpose, and shall not form part of the contract document, when a contract is awarded, but would be needed to be resubmitted in detail after award of contract as per terms of the conditions of contract.

3.1.4 Determining Bidder’s Technical Responsiveness

In order to be considered as “Substantially Responsive” to the technical requirements and to be considered as eligible for the subsequent evaluations, a Bidder must satisfy the following condition.

$$\sum_{i=1}^g \left[\left[\frac{\sum_{k=1}^m S_k}{m} \right] \times W_i \right] \geq 80\%$$

Where,

S_k = Technical score for the k^{th} requirement of i^{th} component

k = Sub component number of i^{th} component

m = Total number of the sub components of i^{th} component

W_i = Technical weightage of i^{th} component

Total Weighted Average Technical Score secured for the bid shall be equal or higher than 80%. Any Bid failing to satisfy the above conditions will not be considered for further evaluation and their Financial Bids will be returned unopened.

3.1.5 Financial Evaluation and Ranking of Bids

The Evaluated Bid Price (Adjusted Bid Price plus the Recurrent Costs) will be identified by the Employer pursuant to ITB Clause 42 based on the following criteria:

Adjusted bid price shall be calculated as follows.

- (a) Price of IT Products and Services Provided and Installed
- (b) Price of Support Services
- (c) Non material non-conformities
- (d) Recurrent Costs
- (e) Adjustments made for:
 - (i) Products/Services omitted
 - (ii) Arithmetic corrections

- (iii) Conversions to a single currency
- (iv) Net Present Value of Recurrent Costs

The Price Schedules, in which the above information must be presented, are given in Section IV- Bidding Forms.

The Employer’s evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{P_{low}}{P} X + \frac{T}{T_{high}} (1 - X)$$

where;

P = Evaluated Bid Price

P_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

T_{high} = t

he Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Price as specified in the BDS

Total Technical score (T) is the combined weighted score of all the Technical features of each project component.

Weight of the evaluated Bid Price (“X” in the evaluated Bid Score formula) = 80

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with post qualifications requirements stipulated in the Bidding Documents.

3.1.6 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the Contractual obligations: the evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all Contractual obligations under this Bidding document. The Employer will assess the cost of such a deviation for the purpose of ensuring fair comparison of Bids.

3.1.7 Time Schedule

Time to implement the total solution from the effective date specified in Article 3 of the Contract Agreement for determining time for operational acceptance, is eighteen (18) calendar months. No credit will be given for earlier completion.

3.1.8 Domestic Preference

- (a) A margin of preference will be granted to eligible domestically produced IT Products. Margin of preference will apply only to the produced IT products, if the Bidder establishes to the satisfaction that;

Labour, raw materials and components from within the Employer's country will account for 30% of EXW (Ex. Works) price of products offered; and

The production facility in which those products offered would be manufactured or assembled has been engaged in manufacturing/assembling such products at least since the time of Bid submission deadline.

- (b) In addition to the above, in GoSL financed projects, the Bidder should satisfy the following:
- i. For an individual/sole proprietorship, the Bidder shall be a Sri Lankan
 - ii. For partnership, 50% of members of the partnership shall be Sri Lankans
 - iii. For individual firms; Such firms shall be registered in Sri Lanka and should have more than 50% ownership by Sri Lanka
 - iv. For a Joint Venture; it should be registered in Sri Lanka and application of margin of preference would be limited only to Joint Venture of individual firms who meet criteria stipulated in (b) iii above and it should be registered in Sri Lanka
- (c) The preference margin shall not be applied to the whole facilities but only to the eligible domestically produced IT Product within the Contract.
- (d) IT Products offered from outside the Employer's country shall be quoted CIP (named place of destination) (Section IV- Bidding Forms, Schedule No. 1) and IT Product offered locally shall be quoted EXW (ex works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf,

as applicable) (Section IV, Bidding Forms).

- (e) All other cost components for services and works such as costs for design, local handling, transportation, storage, installation, commissioning and other services shall be quoted separately (Section IV, Bidding Forms – Support services).
- (f) In the comparison of Bids, only the CIP price component of each Bid for the IT Product offered from outside the Employer’s country shall be increased by the applicable duty and other taxes payable by a non- exempt importer or by twenty percent (20%) whichever is less.
- (g) If duties vary from item to item within the Contract, the appropriate tariff for each item of IT Product shall apply.
- (h) No margin of preference shall be applied to any of the services included in the Contract.
- (i) Bidders shall not be permitted or required to modify the mix of local and foreign IT Products after Bid opening.

3.1.9 Post Qualification (Due Diligence)

Pursuant to ITB 38, the Employer may, at its own expense, and to the satisfaction of the Employer, require the Bidder with the Lowest Evaluated Bid to provide further information on the request to substantiate claims and information included in its Bid. This information may be subject to audit and review by the Employer and may involve site visits/inspections, interview with the bidder’s clients referenced in the bid, and any other measures to verify if the bidder is capable of performing the contract.

An affirmative post-qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

3.2 Qualification of the Bidder

Bidders shall demonstrate that they are qualified to Bid as part of the Bidding process and complete the forms set out under Bid Submission Form and Qualification of the Bidder. The detailed forms are found in Section IV Bidding Forms.

Criteria	Compliance Requirement			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
3.2.1 Eligibility				
3.2.1.1 Nationality				
Nationality in accordance with ITB 4.2	must meet requirement	existing or intended Joint Venture Contract Agreement (JVCA) must meet requirement	must meet requirement	Form 1.1 and 2.1, with attachments if required
3.2.1.2 Conflict of Interest				
No- conflicts of interest as described in ITB 4.3.	must meet requirement	existing or intended JVCA must meet requirement	must meet requirement	Form 1.1 and 2.1, with attachments if required
3.2.1.3 GOSL Eligibility				
Not having been declared ineligible by the GOSL as described in ITB 4.4.	must meet requirement	existing or intended JVCA must meet requirement	must meet requirement	Form 1.1 and 2.1, with attachments if required
3.2.1.4 UN Eligibility				
Not having been excluded as a result of the employer’s country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.7	must meet requirement	existing or intended JVCA must meet requirement	must meet requirement	Form 1.1 and 2.1, with attachments if required

Criteria	Compliance Requirement			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
3.2.2 Historical Contract Non-Performance				
3.2.2.1 History of non-performing Contracts				
<p>Non-performance of a Contract did not occur within the last Five (5) years prior to the deadline for Bid submission. Non-performance must be based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective Contract, and where all appeal instances available to the Bidder have been exhausted.</p>	<p>Must meet requirement</p>	<p>Must meet requirement by itself or as partner to past or existing JVCA</p>	<p>Must meet requirement by itself or as partner to past or existing JVCA</p>	<p>Form 2.2</p>
3.2.2.2 Pending Litigation				
<p>All pending litigation shall in total not represent more than 25 percent of the Bidder's net worth and All pending litigation shall be treated as resolved against the Bidder.</p>	<p>Must meet requirement by itself or as partner to past or existing JVCA</p>	<p>N / A</p>	<p>Must meet requirement by itself or as partner to past or existing JVCA</p>	<p>Form 2. 9</p>
3.2.3 Financial Situation				
3.2.3.1 Financial Capability				
<p>Submission of audited balance sheets or other financial statements</p>	<p>Must meet requirement</p>	<p>N / A</p>	<p>Must meet requirement</p>	<p>Form 2.3.1 with attachments</p>

Criteria	Compliance Requirement			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability. As a minimum, a Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive.				
3.2.3.2 Average Annual Turnover				
Minimum average annual turnover of LKR 5,000 Million or equivalent, calculated as total certified payments received for Contracts in progress or completed, within the last 3 years	Must meet requirement	Lead Bidder must meet requirement	Must meet 25% of the requirement	Form 2.3.2
3.2.3.3 Financial Resources				
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any Contractual advance payments to meet the cash-flow requirement of LKR 3,500 Million	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Form 2.3.3

Criteria	Compliance Requirement			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
3.2.4 Experience				
3.2.4.1 General Experience				
Experience under Information Technology Contracts in the role of Prime Contractor or Prime System Integrator for at least the last five (05) years prior to the Bid submission deadline, and with activity in at least six (6) months in each year.	Must meet requirement	N / A	Must meet requirement	Form 2.4.1
3.2.4.2 Specific Experience				
(1) Specific experience: During the last five (05) years bidder must have successfully completed at least one (01) Contract of similar nature, with a value of LKR 5,000 Million or equivalent. The similarity shall be based on the physical size, complexity, methods/technology and other characteristics as described in the Bidding Document. The Bidder shall have completed national scale, biometric based, digital identity issuance solution involving personalization of smart cards.	Must meet requirement	Lead Bidder must meet requirements for one or more characteristics	N / A	Form 2.4.2

Criteria	Compliance Requirement			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
<p>(2) For the above Contracts executed during the period stipulated in 3.2.4. 2above, a minimum experience in the following key activities:</p> <p>(i) Design & implementation of Information systems for similar scope and size</p> <p>(ii) Implementation of a system handling data capturing, electronic storage and management of citizen’s data.</p> <p>(iii)Provision of operational support and maintenance of IT systems and IT infrastructure related to electronic storage and management of citizens’ data.</p>	<p>Must meet requirement</p>	<p>Lead Bidder must meet requirements for one or more characteristics</p>	<p>N / A</p>	<p>Form 2.4.3</p>

3.2.5 Key Personnel and Details

The Bidder must state the structure of the Bidder’s Project Team that is proposed for the implementation of the Contract with their qualifications, general experiences and specific experiences. Details of the duration and stages of the

involvement of the key personnel of the Project Team should be stated.

The Project Manager and all other team members should have substantial experience in the respective area for which they are proposed. It is preferred if the key staff proposed for the project are full time employees of the Bidder or a Joint Venture partner. Bidder must provide a detailed staffing plan including resumes / Curriculum Vitae of each of the proposed Project Team member by using the Forms 2.5.1 (Key Personnel) and 2.5.2 (Key Personnel Details) given in Section IV – Bidding Forms.

3.2.5.1 Suggested Key positions

The Project Team must include experts with competency and experience in the following disciplines. The proposed experts should possess minimum work experience of eight (8) year in similar capacity, of that at least five (5) year work experience should be in similar nature projects.

- (i) Enterprise solution architecture
- (ii) Project management
- (iii) Enterprise information systems development, implementation, operation, and support (incl. hardware, software, and networking) for the proposed product/solution)
- (iv) Training and human resource management and development
- (v) IT infrastructure implementation, operations and maintenance
- (vi) Data digitization and migration
- (vii) Enterprise Database systems implementation and management
- (viii) Enterprise information security management
- (ix) Public Key Infrastructure (PKI) experts
- (x) Smart Card systems implementation experts
- (xi) Biometric data management experts
- (xii) All other areas relevant to the project

3.2.6 Manufacture Authorisation

If in the case of Bidder offering to supply and install key IT products and services under the contracts, that the Bidder does not itself manufacture or otherwise produce, documentary evidence must be provided to prove that the Bidder is duly authorized by the manufacturer/producer of the related IT products and services to supply and install those items in the Employer's country under the Contract that may result from this Bidding. This will be accomplished by including manufacturer's authorisations using the specific form provided in Section IV (Bidding Forms 4.5.3).

SECTION IV – BIDDING FORMS

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SECTION IV – BIDDING FORMS

Bidder's Response Format (BRF)

Bidders must use Bidder's Response Form (BRF) structure outlined in Table 1 (4.1 - Bid Submission Form- Technical Bid) & Table 2 (4.6 - Bid submission Form – Price Bid) in their Bids. Bidders may expand (if necessary) and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the Bid as described in ITB Clauses 13.1 and 16, in order for the Bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Employer's Bid evaluation process.

1. Bid Submission Forms – Technical Bid

Table 1: Bidder Response Format (BRF) – Technical Bid

Order in Bid*	Document Number and Information Required	Check Y/N	Page No.
1.	Bidder's Front Page (Bidder's name. Bid details)		
2.	Bidder Response Format – Technical Bid (as a table of contents/checklist)		
	1. Bid Submission Form		
3.	1.1 Letter of Technical Bid		
	2. Qualification of the Bidder		
4.	2.1 Bidder Information Sheet		
5.	2.2 Historical Contract Non Performance		
6.	2.3.1 Financial Capability		
7.	2.3.2 Average Annual Turnover		
8.	2.3.3 Financial Resources		
9.	2.3.4 Evidence of Access to or availability of credit facilities		
10.	2.4.1 General Experience in Information Products and Services		
11.	2.4.2 Specific Experience in Contracts of a Similar Nature		
12.	2.4.3 Specific Experience in Key Nominated Activities		
13.	2.5.1 Key Personnel		

Order in Bid	Document Number and Information Required	Check Y/N	Page No.
14.	2.5.2 Key Personnel Details		
15.	2.6 Current Contract Commitments/Work in Progress		
16.	2.7 Staff deployment plan for support services		
17.	2.8 Litigation History		
	3. Bidder's Response to the Schedule of Requirements – Volume 2		
18.	3.1 Indicative Bill of Material (BoM) – Annex V		
19.	3.2 Bidder's Response to Technical Responsive Checklist and the Schedule of Requirements		
20.	3.3 Technical Capabilities		
21.	3.4 Preliminary Project Plan		
22.	3.5 Method Statement		
	4. Other Bid Forms and Lists		
23.	4.1 List of Proposed Sub Contractors		
24.	4.2 Software List		
25.	4.3 List of Custom Materials		
26.	4.4 Other Required Information		
	5. Guarantees and Declarations		
27.	5.1 Bid Security (Bank Guarantee)		
28.	5.2 Bid-Securing Declaration	Not Applicable	
29.	5.3 Manufacturer's Authorization		

Bidders are required to read and fully understand all the sections and contents of the Bidding Document and it is mandatory to submit above listed documents. Further, any other documentation that is requested for in the Bidding Document, whether or not it is listed in the table above, are required to be submitted with the Bid. It is the responsibility of the Bidders to ensure that the proposals/Bids submitted by them fully address the requirements stated in all the sections of the Bidding Document.

1.1 Letter of Technical Bid

Date:[Bidder: *date of Bid*]

IFB: [Employer: *IFB title and number*]

Contract:[Employer: *name of Contract*]

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to design, develop, supply, delivery, installation and implementing of required Software, Hardware and infrastructure for generating digital identity for citizens of Sri Lanka and for proposed Household Transfer Management (HTM) System in conformity with the Bidding Document.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [...] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We undertake, if our Bid is accepted, to commence work on the IT Products and Services and to achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.

[Bidder, as appropriate, include or delete the following paragraph and then subsequently include or delete paragraph below it as appropriate]

- (e) “We accept the appointment ofas the Adjudicator.
- (f) “We do not accept the appointment ofas the Adjudicator, and we propose instead that [: *name*] be appointed as Adjudicator, whose résumé and hourly fees are attached.”
- (g) We hereby certify that all the Software offered in this Bid and to be supplied under the Contract (i) either is owned by us, or (ii) if not owned by us, is covered by a valid license from the proprietor of the Software.
- (h) We, including any Sub Contractors or manufacturers for any part of the Contract have or will have nationalities from eligible countries, in accordance with ITB-4.2.
- (i) We, including any Sub Contractors or manufacturers for any part of the Contract, do not have any conflict of interest in accordance with ITB-4.3.

- (j) We are not participating, as a Bidder or as a Sub Contractor, in more than one Bid in this Bidding process in accordance with ITB-4.3.
- (k) We, including any of our Sub Contractors or manufacturers for any part of the Contract, have not been declared ineligible by the GoSL, under the Employer 's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

Name _____ In the capacity of _____(Title or position)

Signed _____

Duly authorized to sign the Bid for and on behalf of _____ (Name of the Bidder)

Dated on _____ day of _____, _____

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2. Qualification of the Bidder

2.1. Bidder Information Sheet

All Bidders whether they be individual firms, each partner of a Joint Venture, and a named, Sub-Contractor(s) for highly specialized components of the Products and/or Services, which are Bidding, must complete the information in this form. All Bidders that complete this sheet should also complete the further Qualification Forms provided in this section.

Date: _____

Invitation for Bid No.: _____

Please note that a written authorization needs to be attached to this sheet as required by ITB 24.2.

<input type="checkbox"/> Bidder's Information		
Bidder's legal name		
In case of JV, legal name of each partner	Lead Partner	
	Other Partner (s)	
Bidder's actual or intended country of registration	Lead Partner	
	Other Partner (s)	
Bidder's year of registration	Lead Partner	
	Other Partner (s)	
Bidder's legal address in country of registration	Lead Partner	
	Other Partner (s)	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)		
Attached are copies of the following original documents.		
(a) In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.		
(b) Authorization to represent the firm or JV named in above, in accordance with ITB 24.2.		
(c) In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.		
(d) In case of a government-owned entity, any additional documents not covered under (a) above required to comply with ITB 4.5.		

2.2 Historical Contract Non Performance

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Bidder’s Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____

IFB No.: _____ Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation & Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with 3.2.2 of Section III, Evaluation & Qualification Criteria			
<input type="checkbox"/> Contract non-performance did occur during the stipulated period, in accordance with 3.2.2 of Section III, Evaluation & Qualification Criteria, as indicated below:			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (US\$ equivalent)
		Contract Identification: Name of Employer : Address of Employer : Matter in dispute:	
		Contract Identification: Name of Employer : Address of Employer : Matter in dispute:	
		Contract Identification: Name of Employer : Address of Employer : Matter in dispute:	

2.3.1. Financial Capability

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Bidder’s Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____ IFB No.: _____

Financial Data for Previous 3 Years [US\$ Equivalent]			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • Historic financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). 			
Name of banker:			
Address of banker:			
Tel:		Contact name and title:	
Fax:		Email:	

2.3.2 Average Annual Turnover

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Bidder’s Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____ IFB No.: _____

Annual Turnover Data (IT Products and Services only)			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
AVERAGE ANNUAL TURNOVER*			

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in 3.2.3.2 Section III, Evaluation & Qualification Criteria.

2.3.3 Financial Resources

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria

Financial Resources		
	Source of financing	
1		
2		
3		
4		

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2.3.4 Credit Facilities

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Evidence of Access to or availability of credit facilities

Date:

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely

..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of

Rs. to meet their working capital requirements for executing to the above contract during the contract period.

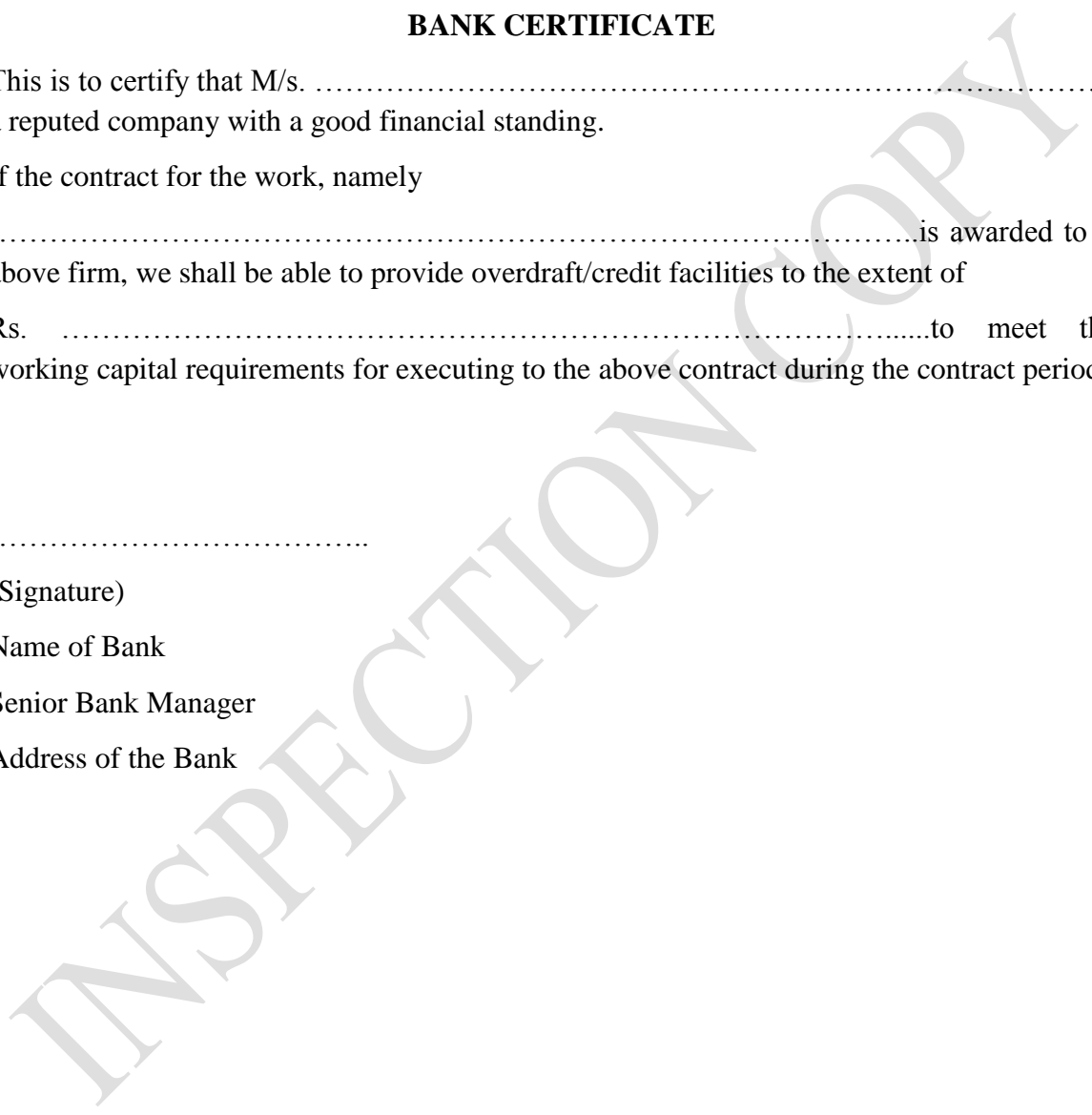
.....

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank



2.4.1 General Experience in Information Products and Services

All individual firms and all partners of a Joint Venture and Sub Contractor(s) must complete the information in this form with regard to the management of Information Products and Services Contracts generally.

General Experience				
Starting and Ending Month/Year	Years	Contract Identification	Role of Bidder	Client certificates submitted Yes/No & Reference page
		Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of Employer : Address: Email: Telephone:		
		Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of Employer : Address: Email: Telephone:		
		Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of Employer : Address: Email: Telephone:		
		Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of Employer : Address: Email: Telephone:		

2.4.2 Specific Experience in Contracts of a Similar Nature

To be completed by the Bidder and, if *JVCA*, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS. Use a separate sheet for each Contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification:	
Award Date:	Completion Date:	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Joint Venture Partner <input type="checkbox"/> Sub Contractor	
Total Contract Amount	US\$	
If partner in a JV or Sub Contractor, specify participation of total Contract amount	Percent of Total:	Amount:
Performance	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	Contract was completed US\$ _____ equivalent under/over original Contract amount (if over, provide explanation).
Sub Contracting	Approximate percent of total Contract value undertaken by Sub Contract: _____ % Nature of the Sub Contracted Information Products and Services:	
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 3.2.4.2 of Section III		
Nature of Information Products and Services involved and special features relevant to the Contract for which these Bidding Documents are issued	Special Contractual/technical expertise provided.	

2.4.3 Specific Experience in Key Nominated Activities

To be completed by the Bidder and, if JVCA, by each partner as appropriate to demonstrate that they meet the requirements stated in the BDS.

Contract of Similar Size and Nature					
Contract No..... of	Contract Identification				
Award Date	Completion Date				
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Joint Venture Partner <input type="checkbox"/> Sub Contractor				
Total Contract Amount	US\$				
If partner in a JV or Sub Contractor, specify participation of total Contract amount	<table border="1"> <thead> <tr> <th>Percent of Total</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Percent of Total	Amount		
Percent of Total	Amount				
Employer’s Name Address Telephone/Fax Number E-mail					
Description of the similarity in accordance with Criteria 3.2.4.2 of Section III					
Description of the key activities in accordance with those nominated by the Employer in 3.2.4.2 of Section III:	Description of the specific experience:				

2.5.1 Key Personnel

For specific positions essential to Contract management and implementation (and/or those specified 3.2.5 of Section III- Evaluation and Qualification Criteria in the Bidding Documents), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one form for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
3.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
4.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:

2.5.2 Key Personnel Details

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
Personnel information	Name	Date of birth	
	Professional qualifications		
Present employment	Name of employer		
	Address of employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	E-mail	
	Job title of candidate	Years with present employer	

Summarize professional experience over the last ten (10) years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

2.6 Current Contract Commitments/Work in Progress

Bidders and each partner to a Joint Venture Bid and Sub Contractor(s) should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer, Contact Address, Tel, Fax	Value of Outstanding Information Products and Services [USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

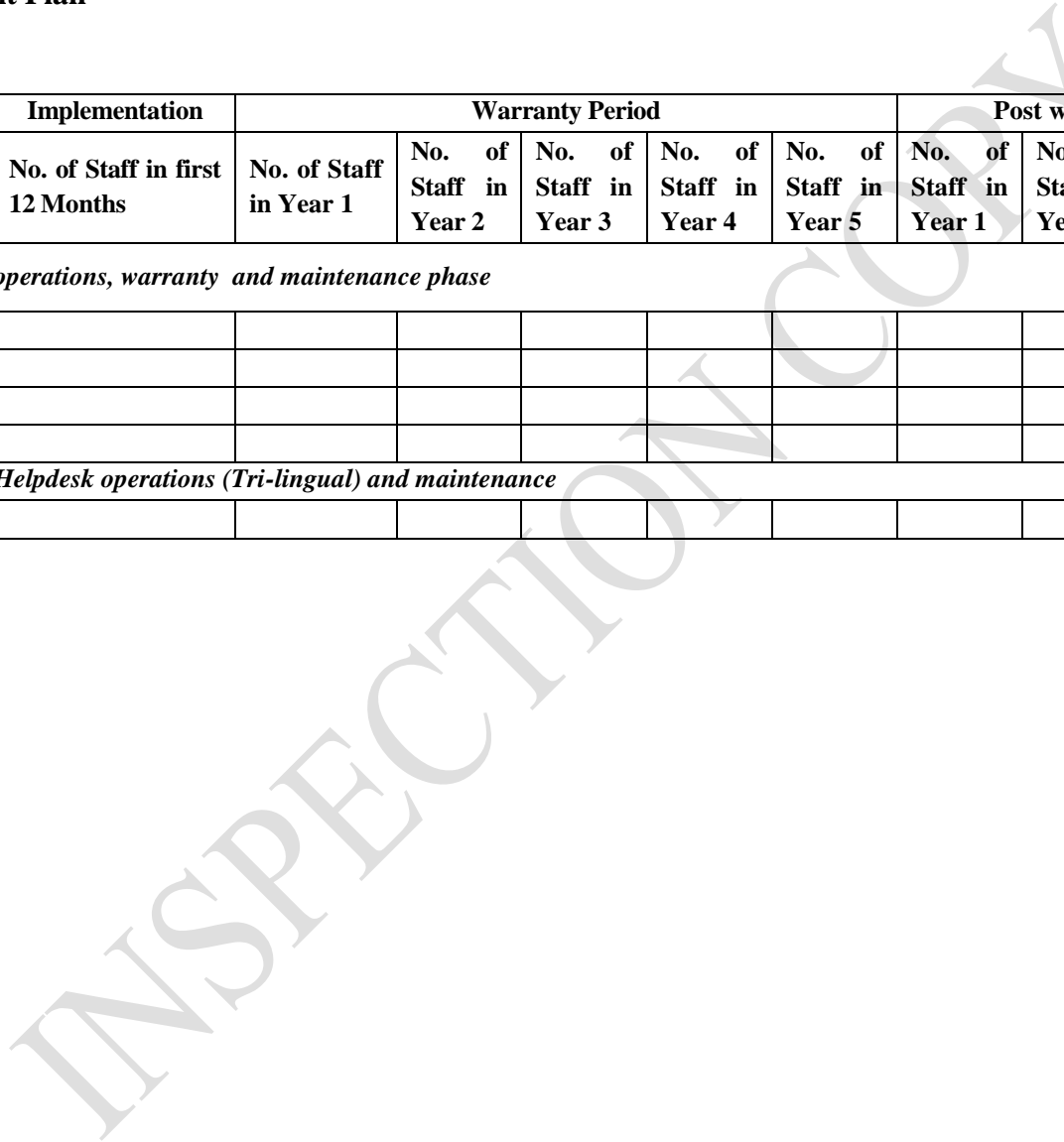
2.7 Staff Deployment Plan

The following format should be used to detail the staff to be deployed by the Bidders for providing the support services during warranty and post warranty period. The number of staff shown in this table and the cost of per resource category/designation as shown in form 2.7.1 should match with the total support services cost included in section 6.2.2

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2.7.1 Staff Deployment Plan

		Implementation	Warranty Period					Post warranty and maintenance phase				
#	Designation	No. of Staff in first 12 Months	No. of Staff in Year 1	No. of Staff in Year 2	No. of Staff in Year 3	No. of Staff in Year 4	No. of Staff in Year 5	No. of Staff in Year 1	No. of Staff in Year 2	No. of Staff in Year 3	No. of Staff in Year 4	No. of Staff in Year 5
<i>Staff deployment plan for operations, warranty and maintenance phase</i>												
<i>Staff deployment plan for Helpdesk operations (Tri-lingual) and maintenance</i>												



2.8 Litigation History

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from Contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Pending Litigation			
<input type="checkbox"/> No previous or pending litigation in accordance with Criteria 3.2.2.2 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Previous or pending litigation in accordance with Criteria 3.2.2.2 of Section III (Evaluation and Qualification Criteria) are given below;			
Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (US\$ equivalent)

3. Bidder's Response to the Schedule of Requirements – Volume 2

3.1 Indicative Bill of Material (BoM)

* Refer Bidding Document Volume 2 - Section VI – Annex V

3.2 Bidder's Response to Technical Responsive Checklist and the Schedule of Requirements

* Refer Bidding Document Volume 2 - Section VI

3.3 Technical Capabilities

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the provision of these Products and Services. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

3.4 Preliminary Project Plan

3.5 Method Statement

Under the this requirement, bidder should explain in detail how bidder plans to implement the all components of the entire solution (Items 1 to 8), and the bidder’s entire implementation methodology in order to fulfill the complete project scope as specified in Volume 2 of Bidding Document.

In addition, bidder should elaborate in detail if there are any implementation aspects where bidders consider as exclusions.

Component	Implementation methodology in compliance with Volume 2	Bidder’s comments and suggestions about the scope	Out of scope – any responsibilities, actions, bidder may specify as exclusions of the comprehensive implementation
Item 1			
Item 2			
Item 3			
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Entire solution			
Other (Please specify)			

Bidder may use additional sheets to provide details to establish the bidder’s compliance/approach.

4. Other Bid Forms and Lists

4.1 List of Proposed Sub Contractors

No.	Item	Proposed Sub Contractor	Place of Registration & Qualifications

The Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for items listed in 3.2.6 in Section III (Evaluation & Qualification Criteria). Bidders are free to list more than one Sub-Contractor against each item of the IT Products and Services.

Should a manufacturer or Sub-Contractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Sub-Contractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the form of Contract Agreement shall be completed, listing the approved manufacturers or Sub-Contractors for each item concerned.

4.4 Other Required Information

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5. Guarantees and Declarations

5.1 Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of Contract] under Invitation for Bids No. _____ ("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 _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Employer* 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 will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signatures]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5.2 Bid-Securing Declaration

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

Bid No.: *[insert number of Bidding process]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any Contract with the employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the *Employer* during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid.]

5.3 Manufacturer's Authorization

Invitation for Bids Title and No.:

[If applicable:] Product and /or Service No(s).:

To: _____

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a Bid and subsequently negotiate and sign a Contract with you for resale of the following Products and/or Services produced by us:

Manufacturer's Authorizations for Information Technologies – except for those technologies which the Bidder itself manufactures – are required for the following types/categories: *[specify, for example: "none" / "all" / "all active (i.e. powered) equipment and all software"]*.

We hereby confirm that, in case the Bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty/license as specified below.

[Specify each product with standard warranty/license period and the duration of the dealership with the Bidder].

Name _____ In the capacity of _____
Signed _____
Duly authorized to sign the authorization for and on behalf of : _____

Dated on _____ day of _____, _____.

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Only the duly signed original document(s) will be accepted.

6. Bid Submission Forms (BRF) - Price Bid

Table 2: Bidder Response Format (BRF) – Price Bid

Order in Bid	Document Number and Information Required	Check Y/N	Page No.
1.	Bidder's Front Page (Bidder's name. Bid details)		
2.	Bidder Response Format – Price Bid (as a table of contents/checklist)		
	1. Bid Submission Form		
3.	1.1 Letter of Price Bid		
	2. Bidder's Price Schedules		
4.	2.1 IT Products and Services Provided and Installed Table		
5.	2.2 IT Support Services Table		
6.	2.3 Recurrent Costs Table		
7.	2.4 Grand Summary Costs Table		
8.	2.5 Country of Origin Code Table		
9.	2.6 Price Adjustment Table (if applicable)		

6.1 Letter of Price Bid

Date:[Bidder: *date of Bid*]

IFB:[Employer: *IFB title and number*]

Contract:[Employer: *name of Contract*]

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to designing, developing, supplying, delivering installation and implementing of required Software, Hardware and infrastructure for the Household Transfer Management (HTM) System in conformity with the Bidding Document.
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: [amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]
- (d) The discounts offered and the methodology for their application are:
- (e) Our Bid shall be valid for a period of [X] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to submit a performance security in the form of a Bank Guarantee in accordance with the Bidding Document.
- (g) We have paid, or will pay the following commissions/gratuities/fees to our authorized agent(s) with respect to the Bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and

(i) We understand that you are not bound to accept the lowest evaluated substantially responsive Bid or any other Bid that you may receive.

Name _____ In the capacity of _____(Title or Position)

Signed _____

Duly authorized to sign the Bid for and on behalf of _____(Name of the Bidder)

Dated on _____ day of _____, _____

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6.2. Bidder's Price Schedules

6.2.1. IT Products and Services Provided and Installed

- (a) Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 20 and 21 and all terms and conditions included in the Bidding Document. Bidders shall enter a code representing the country of origin of all imported products.
- (b) The Bidders are required to list all the products/goods/items required for implementation, operations and maintenance of Information System and Related Services forin line with the requirements stated in the Bidding document. The quantity indicated by the Bidders in the tables below should comply with the requirements specified in the Bidding Document.
- (c) The unit cost included by the Bidder in the formats below for the training courses shall remain valid for the entire Contract period including managed service period, warranty and post warranty period. The same unit cost shall be used for arriving at the cost of additional training to be provided by the Bidder, if asked by Employer, apart from what is indicated in the table below.
- (d) The cost quoted in the table below for the ICT infrastructure items shall be inclusive of cost of supply/installation and commissioning.

Note : Bidders shall provide a comprehensive /Project component wise / module wise Bill of Quantities up to part number level for both software and Hardware items.

(e)

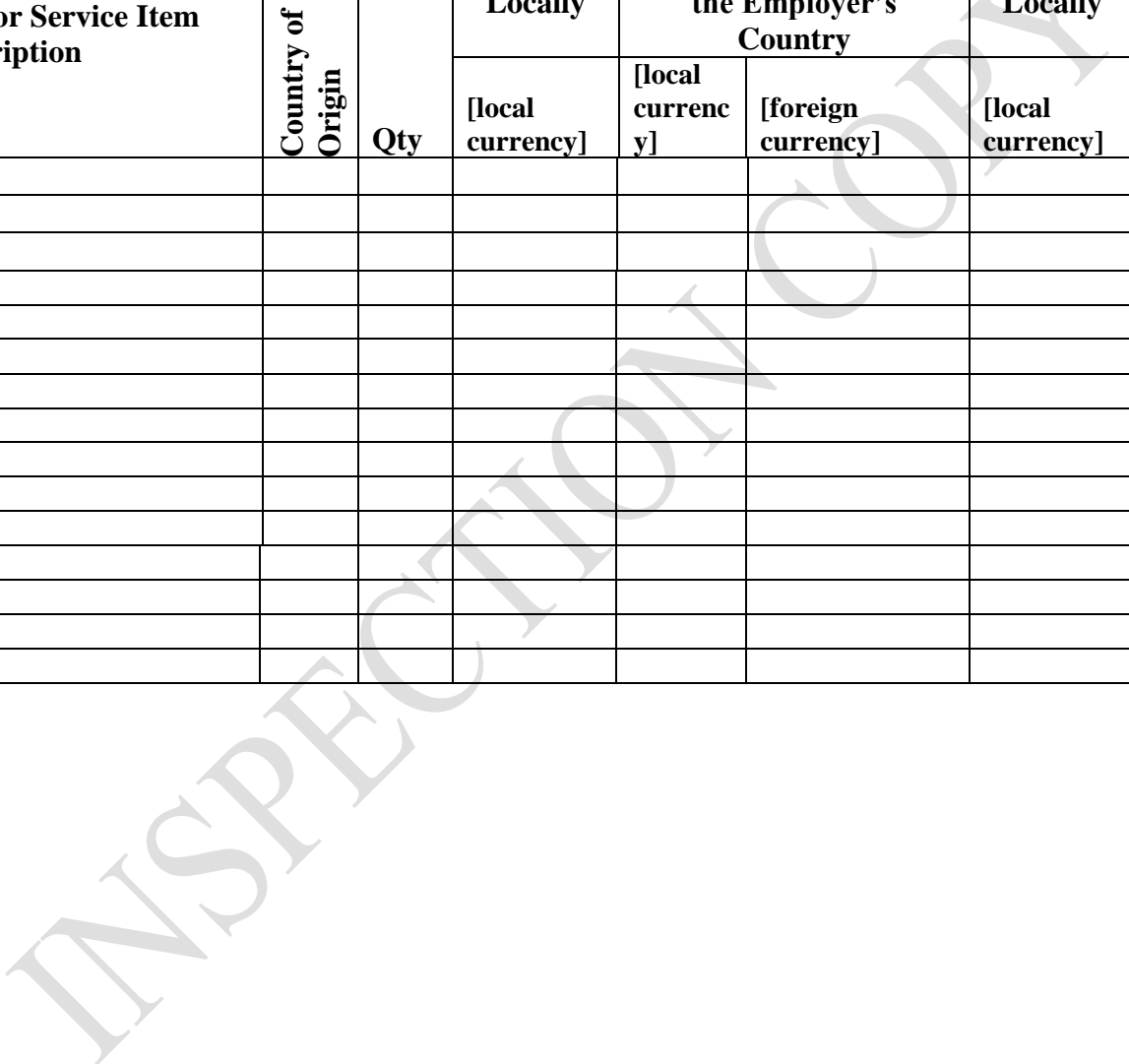
Serial Number	Product and /or Service Item Description	Country of Origin	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
				Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
				[local currency]	[local currency]	[foreign currency]	[local currency]	[local currency]	[foreign currency]

Serial Number	Product and /or Service Item Description	Country of Origin	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
				Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
				[local currency]	[local currency]	[foreign currency]	[local currency]	[local currency]	[foreign currency]

Serial Number	Product and /or Service Item Description	Country of Origin	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
				Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
				[local currency]	[local currency]	[foreign currency]	[local currency]	[local currency]	[foreign currency]

Serial Number	Product and /or Service Item Description	Country of Origin	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
				Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
				[local currency]	[local currency]	[foreign currency]	[local currency]	[local currency]	[foreign currency]

Serial Number	Product and /or Service Item Description	Country of Origin	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
				Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
				[local currency]	[local currency]	[foreign currency]	[local currency]	[local currency]	[foreign currency]



Evaluation Component	Item	Product and /or Service Item Description	Evaluation component	Country of	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
						Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
						[local currency]	[local currency]	[local currency]	[local currency]	[local currency]	[local currency]

Evaluation Component	Item	Product and /or Service Item Description	Evaluation component	Country of	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
						Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
						[local currency]	[local currency]	[local currency]	[local currency]	[local currency]	[local currency]

Evaluation Component	Item	Product and /or Service Item Description	Evaluation component	Country of	Qty	Unit Prices / Rates			Total Price (Qty*unit price)		
						Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
						[local currency]	[local currency]	[local currency]	[local currency]	[local currency]	[local currency]
		Total Cost of other items/services									
		Total Prices: Products and /or Services (for entry in Grand Summary Cost Table)									

Note 1: Bidder must use the total quantity for each line item based on the total number of such components supplied for the specified number of DRP unites of the prescribed type. The Employer assumes that cost per each DRP remote unit remains constant irrespective of its geographical location. If the Bidder wishes quote based on different pricing for different geographical locations, a separate schedule must be prepared and forwarded with the Bidding document detailing the cost breakdown for each unit at specified location)

Name of Bidder :	Authorized Signature of Bidder :

6.2.2 IT Support Services Table

Lot number: *[if a multi-lot procurement] Modify as necessary for to identify all the support services for IT hardware and /or software in the Table below, by deleting, or expanding the line items. To assist Bidders in making uniform costing and presentation Employers may number and describe items and sub items to be provided as required]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20

Item	IT Support Service Item/Sub-item Description	Qty.	Unit Prices / Rates			Total Price		
			Supplied Locally	Supplied from outside the Employer's Country		Supplied Locally	Supplied from outside the Employer's Country	
			<i>[local currency]</i>	<i>[local currency]</i>	<i>[foreign currency]</i>	<i>[local currency]</i>	<i>[local currency]</i>	<i>[foreign currency]</i>
Total Prices: IT Support Services (for entry in Grand Summary Cost Table)								

Name of Bidder:	Authorized Signature of Bidder:

6.2.3 Recurrent Costs Tables

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

6.2.3.1. Recurring Costs Summary

(a) *Recurring costs for warranty, operations and maintenance period*

The information provided in the table below is the summary of the costs included in 7.3.2.a for warranty period

S.N	Phase	Year 1		Year 2		Year 3		Year 4		Year 5		Total	
		Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency
1	Warranty, operations and maintenance cost												
2	Total warranty, operations and maintenance cost												

(b) Post warranty- Recurring costs, operations and maintenance

The information provided in the table below is the summary of the costs included in 6.2.3.2.a for post-warranty period

S.N	Phase	Y 6		Y 7		Y 8		Y 9		Y10		Total	
		L	F	L	F	L	F	L	F	L	F	L	F
1	Post warranty, operations and maintenance cost												
3	Total post warranty, operations and maintenance cost												

L=Local currency

F=Foreign currency

6.2.3.2 Recurring Cost Details

No.	Item	Maximum all-inclusive Costs										Total Price for warranty and post warrant period	
		Prices for Warranty Period					Prices for Post- Warranty Service Period						
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Local Currency	Foreign Currency
Total warranty and Annual Operation and Maintenance cost for other items													
Total warranty, Annual Operation and maintenance cost													

Name of Bidder:	Authorized Signature of Bidder:

6.2.4 Grand Summary Costs Table

Table	Price Component	Total ¹	
		<i>[Local Currency]</i> Price	<i>[Foreign Currency]</i> Price
2.1	Products and Services Provided and Installed		
2.2	IT Support Services		
2.3	Recurrent costs		
2.5	Country of Origin Code Table		
2.6	Price Adjustment Table		
2.7	Other		
GRAND TOTALS to be carried forward to Letter of Bid – Two Stage Bidding, Second Stage Bid			
	Name of Bidder		
	Signature of Bidder		

¹ *Specify currency in accordance with Bid Data Sheet 19.1. Create and use as many columns for Foreign Currency requirement as there are foreign currencies*

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6.2.5 Country of Origin Code Table

No.	Country of Origin	Country Code	No.	Country of Origin	Country Code	No.	Country of Origin	Country Code
1								
2								
3								
..								
..								

Name of Bidder:	Authorized Signature of Bidder:

6.2.6 Price Adjustment Table (if applicable)

Pursuant to ITB 20.10 the Employer requires the Bidder to price the specified items identified in the Table below based on a fixed relationship with the Manufacturer’s Recommended Retail Price (MRRP). For example, a Bidders Price may be MRRP + 25%.

The Employer has provided its requirements in the Table. This price relationship shall form the basis of the Contract Price per item and shall be consistently applied over the life of the Contract, unless otherwise agreed in writing by the Employer. The Contractor subsequently appointed shall submit an updated list of the specified items showing the Manufacturer’s Recommended Retail Price and the percentage of positive or negative movement in that price at that date. The Employer will provide the dates to be used.

Date	Items Subject to Adjustable Pricing	Manufacturer’s Recommended Retail Price for a unit of that Item at the Specified Date [currency]	Manufacturer’s Recommended Retail Price Identifier	Percentage Bidders Margin on Manufacturer’s Recommended Retail Price
<i>[Base Date]</i>	Item 1		Base Price	%
<i>[Date 2]</i>			Price Date 2	
<i>[Date 3]</i>			Price Date 3	
<i>etc.</i>			<i>etc.</i>	
<i>[Base Date]</i>	Item 2		Base Price	%
<i>[Date 2]</i>			Price Date 2	
<i>[Date 3]</i>			Price Date 3	
<i>etc.</i>			<i>etc.</i>	

Price Adjustment Formula

Price per Unit to be paid by Employer = (Base Price x Price Date Used /Base Price) + Bidders Margin on Price Date Used

Name of Bidder:	Authorized Signature of Bidder:

SECTION V - ELIGIBLE COUNTRIES

The GoSL has not imposed any restrictions as to the eligibility of any country for the purpose of supply of IT Products and /or Services under the Contract resulting from these Bidding documents and hence, all countries are considered as eligible countries.

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