

Schedule No 3 - Clarifications for queries raised by the Bidders - IFB No: MTDI/GOSL/IS/ICB/2016/15 - Volume 2 (as at 07.06.2016)

Q#	Volume	Page Number	Item	Content detail	Questions	Responses
1	1	4			Pls clarify that in the case the successful bidder is a Joint Venture/ Consortium formed by Sri Lanka company(ies) with foreign company(ies), does the JV still need to be required to be registered in Sri Lanka? Would there be any difference in the answer should the lead member of the JV be the Sri Lanka company or foreign company? If in such case local registration is still required, then shall the bidder register the JV in Sri Lanka or each foreign company under the JV register an office in Sri Lanka is also required?	For Clarification for this query, please refer Scheduel No 1
2	1	13	ITB 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.	Please define what is meant by major items in this tender	For Clarification for this query, please refer Scheduel No 1
3	1	51	ITB 24.2		In case the bidder is a JV, understand the Power of Attorney shall be signed by all the parties of the JV, which country shall be considered as the "bidder's home country" please?	For Clarification for this query, please refer Scheduel No 1
4	1	9, 46	4.1 / ITB 4.1		Please clarify what is required to be submitted at time of bid submission - Letter of Intention of formation of JV or the agreement to form the JV? As requirements on the same topic seems to vary in 2 clauses.	For Clarification for this query, please refer Scheduel No 1
5	1	60, 61	3.1.5	Financial Evaluation & Ranking of Bids	We understand from "X" as stated in tender document that the price weight stated in tender is 80% and technical is only 20%. In our view, for such a complex and time challenging tender like HTM that also has very challenging SLA, warranties and penalties, it should rather be reverse with technical score be 80% & price weight be 20% in order to get best technical and quality offers. We therefore request that X be modified from 80% to 20%.	For Clarification for this query, please refer Scheduel No 1

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6	1	92	3.1	* Refer Bidding Document Volume 2 - Section VI – Annex V	Kindly note that “Volume 2 - Section VI-Annex V” which is stated in this requirement is not found in Volume 2. Please provide correct reference.	For Clarification for this query, please refer Scheduel No 1
7	1	92	3.2	* Refer Bidding Document Volume 2 - Section VI	The reference "Section VI" provided in this requirement points to complete volume 2 of 117 pages. Kindly provide correct reference of the Technical Responsive Checklist.	For Clarification for this query, please refer Scheduel No 1
8	2	44	4.7.2	4.7.2 There will be two sites; - Live data center facility I - Live data center facility II	Please clarify if the two production sites HA are active-active or HA active-passive. Do we have to do synchronous data replication or Production site II works only if the main site is down?	Active-Active.
9	2	47	4.8.6.2.1	4.8.6.2.1 Pre-production smart cards, tokens and it shall support issuance of certificate to smart cards, tokens, soft(PKCS#12) and mobile devices.	According to tender requirements, it asks for certificates for tokens, soft (PKCS#12) and mobile devices. Please elaborate these use cases as it has impact on the RA.	Bidders reponsibility
10	2	48	4.8.6.5.2	4.8.6.5.2 NDI CSP shall be WebTrust 2.0 (or latest) compliant and highest possible security shall be established. It shall have WebTrust seal issued by CPA Canada annually.	Please clarify whose responsibility will it be to get WebTrust annual certification - bidder or employer ? Please note that certification process can be started only after full implementation as it covers the entire system.	Bidders reponsibility
11	2	47	4.8.6.1	4.8.6.1 NDI CA core shall CWA 14167-1 compliant, supports x.509 v3, EV(DV,OV) Certificates	Please describe the SSL/TSL use cases where EV(DV,OV) must be used	Bidders reponsibility
12	2	26	4.4.24	4.4.24. The NDI solution shall have a bill generation solution for each enrolment/ citizen registration.	Is there a requirement for cash management?	Yes
13	2	47	4.8.2	4.8.2 NDI Certification Service Provider (NDI CSP) to be established under the National Certification Authority (NCA), which provides the Public Key Infrastructure (PKI) for the entire NDI platform.	Is NCA an operational entity? Please clarify if Root CA is to be provided as per the tenderer's scope or shall it be provided from the existing NCA.	NCA will be the responsibility of the employer.

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14	2	62	5.4.4	5.4.4 DTC Quality Check error rate is 0.5% for a batch of 10,000 DTCs. Any batch exceeding this rate is charged with a penalty of LKR 10,000.00 per DTC.	For polycarbonate cards with "distributed" laser personalization, industry experience indicates that 3% is average the error rate. Standard government & industry practice is to ask for replacement cards in exchange for defectives. With such high penalties, customer should be aware that Bidders can increase their pricing to cover for liabilities. ICTA's best intention & interest is to have a high quality delivery at right prices, so balanced approach. It is therefore requested that the clause be revised to <DTC Quality Check error rate is 3% for a complete batch. All error cards exceeding this rate in the batch must be replaced free of charge.>	Permitted upto 3%, and all damage cards shall be replased FOC by the bidder. Data entry errors shall not be considered as damaged cards
15	2	114		Implementation Schedule	Please clarify when will the delivery for phase 2 DTC's starts? As per our understanding of the tender requirements, card samples for UAT should be available in the 5th Month followed by UAT for 1 month. We assume Phase 2 DTC delivery starts in the 6th Month, please kindly	Bidders reponsibility
16	3-Feb	Implementati on Schedule - Pt 6 (pg 114) and Vol3 - Appendix 7 Pt G & E (Pg 105)			While it is stated in the Vol 2 Implementation schedule that OAT will start from 13th from the date of successful UAT and all payment retention are linked to OAT, we request you to change this for DTC section 5 as the very moment card is personalised and issued after Quality Check with Citizens, in actual terms it means it is accepted. Also, kindly note that between the period of UAT for Phase 1 and start of OAT, millions of cards under Phase 2 issuance as such would have been issued given plan as in the RFP. Hence OAT for cards should be deemed as issuance of cards to citizens after personalisation and associated payment release of the retention amount.	No Change. Please refer the bidding document carefully.

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17	3 & 1	Vol 3 - 14.1, pg 23. and Vol 1- 20.5 (a) pg 21, 22			<p>Please note that Pt 14.1 (Vol 3) states that "the contractor is entirely responsible for all taxes, stamp duties, license fees and other such levies, payable in the Employer's country".</p> <p>We will like to to clarify the alignment of clause 14.1 (vol 3) and clause 20.5a(vol 1):</p> <p>(1) CIP price quote should exclude all taxes imposed in the Employer's country;</p> <p>(2) Any withholding taxes would be in addition to the price quoted, and will be borne by the employer;</p> <p>(3) will their be nation building tax will be in addition to price quoted? If yes, will it be borne by the employer?</p>	For Clarification for this query, please refer Scheduel No 1
18	3	29	18.1		Does the project manager need to be physically presence in Sri Lanka?	For Clarification for this query, please refer Scheduel No 1
19	3	37	22.6.1		<p>If Employer is to bear the responsibility of custom clearance due to CIP INCO term, please clarify;</p> <p>(1) How would Bidder price be at per card basis?</p> <p>(2) Custom Clearance of e.g. Machine etc to be used in Personalisation will be in whose name? will it be in the name of employer/contractor?</p> <p>(3) or above machine Imported into Sri Lanka in name of Employer, who will bear the ownership of those machine etc?</p>	For Clarification for this query, please refer Scheduel No 1
20	3	105	Appendix 7		It is requested that payment term be modified to 80% of each batch of one million DTC cards (Project component 5)	For Clarification for this query, please refer Scheduel No 1