

**INFORMATION AND COMMUNICATION TECHNOLOGY AGENCY  
OF SRI LANKA**

**BIDDING DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)**

**SCANNING OF BIRTHS, MARRIAGES AND DEATHS  
CERTIFICATES**

**INVITATION FOR BIDS No: ICTA/GOSL/SER/NCB/2016/39**

**September, 2016**



**Information and Communication Technology Agency of Sri Lanka**

**Invitation for Bids (IFB)**

**SCANNING OF BIRTHS, MARRIAGES AND DEATHS CERTIFICATES - IFB No:  
ICTA/GOSL/SER/NCB/2016/39**

1. Information and Communication Technology Agency of Sri Lanka (ICTA) which functions under the purview of Ministry of Telecommunication and Digital Infrastructure, has planned implementation of several initiatives across the government by developing and improving digital infrastructure as a key area to increase the efficiency of the government processes and to provide government services effectively and efficiently in line with the national policy of 'Digitization of Economy'.
2. Accordingly, ICTA intends to Digitized (scanning and data entering) Image of Birth, Marriage and Death (BMD) certificates along with Indexed Database.
3. Bidding will be conducted using the National Competitive Bidding (NCB) procedure as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka (GoSL) and is open to all eligible Bidders that meet the qualifications requirements specified in the Bidding Documents.
4. The Chairman, Project Procurement Committee (PPC), on behalf of Information and Communication Technology Agency of Sri Lanka (ICTA), now invites sealed Bids from eligible and qualified Bidders for Procurement of the Scanning of Births, Marriages and Deaths certificates.
5. Interested eligible Bidders may obtain further information from Director-Procurement and Head Administration, ICTA, 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05 and inspect the Bidding documents free of charge during office hours (0900 Hrs 1700 Hrs) on working days commencing from **September 22, 2016** at the office of ICTA at the above address. **Telephone: 2369099, Facsimile: 2369091, email: [procurement@icta.lk](mailto:procurement@icta.lk)**. Bidding documents are available on <https://www.icta.lk/procurement/> only for reference purposes and interested eligible Bidders shall purchase the Bidding Documents as described in paragraph (6) below.
6. 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 Six Thousand Five Hundred (LKR 6,500.00) effective from **September 22, 2016** during office hours on working days from the office of the ICTA at the address given in paragraph (5) above. The method of payment will be by cash.
7. A pre-bid meeting which potential Bidders may attend will be held **1400 Hrs (2.00 P.M)** on **October 05, 2016** at the office of ICTA at the address given in paragraph (5) above.

8. Bids in hard copies must be delivered (Ref. Section-20 of ITB) to Director- Procurement, C/o Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 on or before **1500 Hrs (3.00 P.M) on October 14, 2016**. Late Bids will not be accepted and will be rejected.
9. All Bids shall be accompanied by a Bid Security in the form of a Bank Guarantee using the format given in the Bidding Documents in the amount of Sri Lankan Rupees Two Hundred Fifty Thousand (LKR 250,000.00).
10. Bids shall be valid for a period of 90 days from the date of deadline for submission of the Bids.
11. 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 the office of ICTA at the address given in paragraph (8) above.
12. 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

Project Procurement Committee

Information and Communication Technology Agency of Sri Lanka (ICTA),  
160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05

September 21, 2016

## SECTION I

### Instructions to Bidders

#### A. General

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding (NCB) Contract is provided in the BDS.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
- 2. Source of Funds**
  - 2.1 Payments under this contract will be financed by the source specified in the BDS.
- 3. Corrupt or Fraudulent Practices**
  - 3.1 The attention of the bidders is drawn to the followings:
    1. Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
    2. Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
  1. The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
    - a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - c) “collusive practice” means a scheme or arrangement

between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and

- d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 2. If the Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

- 4.1 All bidders shall possess legal rights to supply the Services under this contract.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or
- 4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

#### **5. Qualification of the Bidder**

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken as stated in the BDS, only bids from pre-qualified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.
- 5.3 If the Employer has not undertaken prequalification of

potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers; and
- (i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;

- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified in the BDS;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last Three (03) years as specified in the BDS;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
- (d) a Project Manager with Five (05) years' experience in Services of an equivalent nature and volume, including no less than Three (03) years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

5.6 A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

5.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an

individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
  - Section I Instructions to Bidders
  - Section II Bidding Data Sheet
  - Section III Bidding Forms
  - Section IV Eligible Countries
  - Section V Activity Schedule
  - Section VI Description of Services
  - Section VII General Conditions of Contract
  - Section VIII Special Conditions of Contract
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the BDS.
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the



Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**11. Amendment of Bidding Documents**

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

**C. Preparation of Bids**

**12. Language of Bid**

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**13. Documents Comprising the Bid**

- 13.1 The Bid submitted by the Bidder shall comprise the following:
  - (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

**14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and

shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. However, VAT shall not be included in the price but shall be indicated separately.

14.4 The 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

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of Bid and Payment**

15.1 The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

**16. Bid Validity**

16.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the bid validity date, 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 Clause 17, it shall also be extended for a corresponding 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.

**17. Bid Security**

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in Sri Lankan Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by any commercial bank licensed by the Central Bank of Sri Lanka.
- (c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
- (d) be payable promptly upon written demand by the

Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 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 Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34;
  - (ii) Furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must 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 or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**18. Alternative Proposals by Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

**19. Format and Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**

#### **20. Sealing and Marking of Bids**

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “Original” and “Copies”.

20.2 The inner and outer envelopes shall

- (a) be the name and addressed to the Employer at the name and address **provided in the BDS**;
- (b) **bear the name and identification number of the Contract as defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **21. Deadline for Submission of Bids**

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **22. Late Bids**

22.1 The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the

Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

**E. Bid Opening and Evaluation**

**24. Bid Opening**

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in

accordance with ITB Sub-Clause 24.3.

**25. Process to Be Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific shortcomings. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the

Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

29.1 Sri Lankan Rupees (LKR).

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders**

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

**F. Award of Contract**

**32. Award Criteria**

32.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s Right to Accept any Bid and to Reject any or all Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of Award and Signing of Agreement**

34.1 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.

34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

34.3 Upon the successful Bidder’s furnishing of the signed Contract



Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

**35. Performance Security**

35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 17.4. Refer BDS.

35.2 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 Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance Payment and Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is Information and Communication Technology Agency of Sri Lanka (ICTA).</p> <p>The name and identification number of the Contract is;</p> <p><b>SCANNING OF BIRTHS, MARRIAGES AND DEATHS CERTIFICATES</b></p> <p>IFB No: <b>ICTA/GOSL/SER/NCB/2016/39</b></p> <p>Bidders are required to bid for the total requirement of services as given in description of services specified in the Bidding Documents. Bids for partial requirements shall be treated as non-responsive and shall be rejected.</p>
<b>1.2</b>	<p>The Intended Completion Date is Five months from the Starting Date for the Commencement of Services.</p>
<b>2.1</b>	<p>The source of funding for this project is: Government of Sri Lanka (GOSL)</p>
<b>5.2</b>	<p>Prequalification has not been undertaken.</p>
<b>5.5(a)</b>	<p>The minimum required average annual volume of Services for the successful Bidder in any of the last three years shall be LKR 20 million.</p>
<b>5.5 (b)</b>	<p>5.5(b) is modified as follows;</p> <p>Experience in Services of a similar nature and size for each of the last three years, and details of Services underway or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</p>
<b>5.5 (c)</b>	<p>Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment with the quantities of each equipment listed below;</p> <ul style="list-style-type: none"><li>i. Heavy duty duplex scanners</li><li>ii. Personal Computers for data entry</li><li>iii. Servers</li><li>iv. Data backup devices</li><li>v. Furniture</li></ul>
<b>5.5 (d)</b>	<p>A team comprising of following should be nominated</p> <ul style="list-style-type: none"><li>1. Certified Document Imaging Architects (minimum Requirement is 5)</li></ul>

	2. Project Manager
	3. Certified Scanner Technicians of the scanners planned to be used (minimum requirement is 3)
<b>5.5 (e)</b>	Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than LKR 10,000,000.00
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.
<b>10.1</b>	Pre Bid meeting shall be held at the office of the Information and Communication Technology Agency of Sri Lanka at 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 on the following date and time  Date: <b>October 05, 2016</b> Time: <b>2.00 p.m.</b>
<b>C. Preparation of Bids</b>	
<b>12.1</b>	Language of the bid: English
<b>13.1 (e)</b>	Alternative offers and options are not allowed
<b>14.4</b>	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
<b>16.1</b>	The period of Bid validity shall be 90 (ninety) days after the deadline for Bid submission specified in the BDS. <b>January 12, 2017</b>
<b>17.1</b>	The Bidder shall provide: Bid Security in the form of a Bank Guarantee (as per the format given in the Bidding Document) Bid Security shall be issued in favour of; Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05.
<b>17.2</b>	The amount of Bid Security shall be Sri Lankan Rupees Two Hundred Fifty Thousand (LKR.250,000.00)
<b>17.2 (a)</b>	Bid Security shall be in the form of a Bank Guarantee (as per the format given in the Bidding Documents).
<b>17.2 (f)</b>	Bid securities shall be valid for 28 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till <b>February 09, 2017</b>
<b>18.1</b>	Alternative bids are not permitted.
<b>D. Submission of Bids</b>	
<b>20.2 (a)</b>	The Employer's address for the purpose of Bid submission is

<b>(b)</b>	Director – Procurement & Head – Administration C/o, Managing Director/Chief Executive Officer Information and Communication Technology Agency of Sri Lanka, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 5.
<b>20.2 (c)</b>	Name and identification number: <b>Name of Contract: “Scanning of Births, Marriages and Deaths Certificates”</b> <b>Contract No: ICTA/GOSL/SER/NCB/2016/39</b>
<b>21.1</b>	The deadline for submission of bids shall be: <b>Time: at or before 1500 hrs (3.00 P.M)</b> <b>Date: October 14, 2016.</b>  <i>“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day”</i>
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	Bids will be opened immediately after the deadline for submission of bids at the following address:  Information and Communication Technology Agency of Sri Lanka, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05.
<b>F. Award of Contract</b>	
<b>35.0</b>	The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Which shall be valid for 30 days beyond the completion date of services under the contract. Performance security shall be submitted within 07 working days of the date of notification of award from the employer.

## **Section III. Bidding Forms**

1. Service Provider's Bid.....	22
2. Qualification Information.....	24
3. Letter of Acceptance.....	26
4. Form of Contract.....	27
5. Bid Security (Bank Guarantee).....	29
6. Advance Guarantee.....	30

## Service Provider's Bid

[date]

To: Director – Procurement & Head – Administration  
C/o, Managing Director/Chief Executive Officer  
Information and Communication Technology Agency of Sri Lanka,  
160/24, 2nd Floor,  
Kirimandala Mawatha, Colombo 5.

Having examined the bidding documents including addendum, we offer to execute the [name and identification number of Contract] in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [name of currency].

The Contract shall be paid in Sri Lankan Rupees (LKR)

#	Description	Quantity of Certificates		Price Excluding VAT (Sri Lankan Rupees)	Total Price Excluding VAT (Sri Lankan Rupees)
1	Scanning BMD certificates, entering data, un-binding & re-binding volumes, indexing and building necessary databases.	Births	1,304,065		
		Marriages	708,594		
		Deaths	469,027		
	<b>TOTAL</b>				

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_

*Break down of Total Costs*

<b>Item</b>	<b>Quantity</b>	<b>Unit Cost (LKR)</b>	<b>Total Cost LKR (excluding VAT)</b>
Scanning and imaging			
Data entry			
Unbinding and Binding of volumes			
Any other			
<b>Grand Total</b>			

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years, in Sri Lanka Rupees
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).
- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Refer to GCC Clause 4.1

Serial No	Team/ Team member Name	Position	Years of Experience	Area of Expertise	Tasks and Responsibilities Assigned	Time (Hours)
1	Member 1	Position 1			Responsibility of person 1	
2	Member 2	Position 2			Responsibility of person 2	
3	Member 3	Position 3			Responsibility of person 3	
4	.....					

- 1.6 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.9 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.



Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.10 Statement of compliance (see Annex V) with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.1 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

**2. Additional Requirements**

3.1 Bidders should provide any additional information required in the Bidding Data and to fulfill the requirements of Sub-Clause 5.1 of the Instructions to Bidders, if applicable.

**Letter of Acceptance**  
*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

[Letterhead paper of the Employer]

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... for a period of 5 months from the date of commissioning unless terminated earlier;
- (c) the Employer has received the financial allocation from the Government of Democratic Socialist Republic of Sri Lanka (Hereinafter called as “GOSL”) to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract and for the avoidance of doubts, the order of precedence of the various parts of the contract in the event of any conflict or inconsistency shall be (in order):
  - (a) The Special Conditions of Contract;
  - (b) The General Conditions of Contract;
  - (c) The Service Provider’s Bid
  - (d) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Schedule of Payments
    - Appendix C: Key Personnel and Subcontractors
    - Appendix D: Breakdown of Contract Price in Foreign Currency – Not used
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Employer
    - Appendix G: Bidders response to the compliance sheet
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

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*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

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*[Authorized Representative]*

**[Note:** *If the Service Provider consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]*

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID SECURITY (BANK GUARANTEE) No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) 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; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

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; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder 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 by \_\_\_\_\_ (date Month year).

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

\_\_\_\_\_

*[signature(s)]*

## Guarantee for Advance Payment

*[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
IFB No. and title: *[insert number and title of bidding process]*

*[issuing agency's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]* This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>2</sup>]*. \_\_\_\_\_

*[signature(s) of authorized representative(s) of the issuing agency]*

---

<sup>1</sup> The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>2</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## **Section IV. Eligible Countries**

**Not Applicable**

## **Section V. Activity Schedule**

The Service Provider shall establish and provide services as described in the Appendix A – Description of Services. This gives detailed information about the project background, specifications, work flow, activities, and service level requirements etc.



## **Appendix A**

### **SECTION: VI DESCRIPTION OF SERVICES**

#### **Scanning and Digitizing of Births, Marriages and Deaths Certificates**

##### **1. Introduction**

The Register General's office which is operated under the Ministry of Public Administration and Home Affairs was initially established in 1964 with the purpose of registering lands and legal documents pertaining to properties. From 1867 onwards up to date this Department is supposed to register Births, Marriages and Deaths of the Sri Lankan populace and thus operating with a view of safeguarding their fundamental rights.

While land registration processes are being carried out in 45 Land Registries that have been established on district level, the civil registration activities have been decentralized to 331 Divisional Secretariats island wide.

The Government of Sri Lanka (GoSL) has recognized ICT as a tool through which the social integration, peace and growth can be fostered and the poverty to get reduced by means of improving the reach and responsiveness of public services, reducing transaction costs of businesses, making government more transparent and accountable, addressing the urgent needs of poverty- stricken communities and isolated regions.

##### **2. Background**

The Birth, Marriage and Death Certificates (BMD) play a critical role in a person's life as those certificates are critical and essential for all important matters of life such as education and employment. In case these certificates are to get destroyed due a natural disaster or misplaced due an unavoidable circumstance, the process of retrieval of the certificates from the manual system of the Divisional Secretariats is rather arduous and time consuming process.

In view of the above, the e-BMD (Birth, Death and Marriage) project was one of the key Re-engineering Government projects implemented by ICT Agency of Sri Lanka in collaboration with the Registrar General's Department (RGD) to cater the growing demand.

##### **3. Current Status and Key Problems**

- 3.1. Currently the aforesaid certificates are maintained only as hard copies and it is estimated that over 2.4 million certificates need to be scanned & digitized.
- 3.2. Safety of the certificates seems to be a huge problem as the hard copies now being used are normally vulnerable for ageing due to excessive handling and even can get damaged by termites and by other natural disasters etc.

3.3. Removal of pages and alteration of records have also been a longstanding problem and safeguarding these registers from such mal-practices is also a critical requirement.

3.4. The traditional and outdated paper based system currently being used by the respective Government Organizations that are responsible for issuance of the citizen identity cards, birth, marriage, and death certificates is a time consuming and rather an expensive exercise on the part of citizens in general.

#### **4. Objective of the Assignment**

##### **4.1. Main objective of the project**

4.1.1. The main objective of the project is to increase the efficiency and effectiveness in storing and issuance of Birth, Marriage and Death certificates.

4.1.2. It is also intended to utilize the output of this project as the inputs for the upcoming e-Population Register Project as Civil Registration System would be an integral component of that project.

##### **4.2. Specific objectives**

- To build databases containing images and indexes related to BMD certificates and to streamline the process of securely storing the BMD certificates.
- Establish speed searching and quick process of issuing of BMD certificate.
- To build up information base containing information on issued certificates.
- There is an utmost importance and urgency to scan and digitize the BMD copies of the children who belong to the age group of 5-6 who are supposed to be enrolled for schools in order provide an efficient and convenient service.

#### **5. Outputs and Outcomes of the project**

##### **a. Outputs**

1. Scanning and digitizing over 2.4 million BMD certificates.
2. Update current e-BMD database.

##### **b. Outcomes**

1. Reduced work load for staff members.
2. Reduced visit of people to Divisional Secretariats.
3. Provide a convenient and economical service to general public.
4. Less time to search BMD certificates.
5. Assured security for the certificates from any type of disaster.
6. Long lifespan of certificates.

7. Elimination of excessive use of paper.

## 6. Scope of the Project

The project scope includes scanning BMD certificates, entering data, un-binding & re-binding volumes, indexing and building necessary databases.

**The followings are the specific tasks to be accomplished.**

6.1.1. Following data fields should be entered into the data base. (For this purpose required backend database with front end data entry interfaces will be provided by the RGD)

6.1.2. Key data fields of a particular BMD record to be entered with reference to each digitized BMD record as per the folder hierarchy based on the identity attributes of each BMD Registry. The key fields are as follows:

6.1.2.1. Metadata format:

Field	For Paper cuttings on subjects
Field 01	District
Field 02	D.S Division (Name and cording)
Field 03	registrar's division
Field 04	certificate number
Field 05	Date of Registration
Field 06	Name or names of respective persons(Sinhala and English)
	Name or names of respective persons(Tamil and English)
Field 07	Date of Birth
Field 08	Sex
Field 09	Father's Name (Sinhala and English)
	Father's Name (Tamil and English)
Field 10	Father's Race
Field 11	Mother's Name (Sinhala and English or Tamil and English)
	Mother's Name (Tamil and English)
Field 12	Mother's Race

Table 1.1 - Birth certificate

Field	For Paper cuttings on subjects
Field 01	District
Field 02	D.S Division
Field 03	registrar's division
Field 04	certificate number
Field 05	Date of Registration
Field 06	Name or names of respective persons (Sinhala and English or Tamil and English)
	Name or names of respective persons (Tamil and English)
Field 07	Date of Death
Field 08	Sex
Field 09	Place of Death
Field 10	Age

Table 1.2 - Death certificate

<b>Field</b>	<b>For Paper cuttings on subjects</b>
Field 01	District
Field 02	D.S Division (Name and cording)
Field 03	registrar's division
Field 04	certificate number
Field 05	Date of Registration
Field 06	Name or names of respective persons (Sinhala and English or Tamil and English) (Male Party)
	Name or names of respective persons (Tamil and English) (Male Party)
Field 07	Name or names of respective persons (Sinhala and English or Tamil and English) (Female Party)
	Name or names of respective persons (Tamil and English) (Female Party)
Field 08	Name of Registrar

Table 1.3 - Marriage certificate

- 6.1.3.Receive and record BMD Certificates volumes from Divisional Secretariats.
- 6.1.4.Un-bind the BMD Certificates volumes.
- 6.1.5.Scan and image BMD Certificates in chronological order and name images according to agreed convention.
- 6.1.6.Clean irrelevant dark shading in Images.
- 6.1.7.Re-bind and Return volumes to Divisional Secretariats in the original order.
- 6.1.8.Transfer the database with indexed images to DSs`.

## **6.2. Schedule of records to be digitized**

6.2.1.Approximately there are 2,481,686 BMD certificates to be scanned in 25 locations. Following table illustrates assessment of location wise number of records to be scanned.

<b>No</b>	<b>District</b>	<b>To be scan</b>		
		<b>Births</b>	<b>Deaths</b>	<b>Marriage</b>
1	Colombo	50,894	21,776	18,253
2	Gampaha	75,898	38,452	53,073
3	Kalutara	150,427	64,064	98,391
4	Kandy	88,759	43,413	37,374
5	Matale	29,644	11,530	13,271
6	Nuwaraeliya	29,915	15,466	18,722
7	Galle	179,207	70,200	91,453
8	Matara	120,780	20,178	71,879
9	Hambantota	42,533	11,643	24,978
10	Jaffna	35,355	17,070	21,433
11	Mannar	13,389	1,749	5,416

12	Vavuniya	7,985	1,869	3,950
13	Mullativu	19,434	4,453	6,560
14	Kilinochchi	5,385	4,384	4,986
15	Batticaloa	29,257	7,783	15,783
16	Ampara	40,811	8,504	19,776
17	Trincomalee	23,638	4,608	10,050
18	Kurunegala	47,065	21,095	27,614
19	Puttalam	43,211	11,322	23,527
20	Anuradhapura	47,473	14,612	23,759
21	Polonnaruwa	21,798	6,141	10,376
22	Badulla	65,629	20,467	29,370
23	Monaragala	35,640	9,016	23,166
24	Ratnapura	59,177	19,143	27,159
25	Kegalle	40,761	20,089	28,275
		1,304,065	469,027	708,594

Table 1.3 Location wise number of records to be scanned

### **6.3. The followings are the specific tasks to be accomplished**

- 6.3.1. Propose and employ appropriate quality assurance and quality control mechanism to ensure that there will be no double scans, abnormal scanning of papers or incorrect data entry, which will be monitored by RGD.
- 6.3.2. During the scanning and imaging and data entering stage, the Supplier / Contractor shall use his / her own servers, desktop, hardware, networking equipment, scanner, and required standard software, operating system and imaging solution during the project period.
- 6.3.3. Connection of external devices such as USB devices, mobile devices, dongles and internet connections should be prohibited.
- 6.3.4. Scanning staff should be prohibited to use mobile phones at the scanning premises.
- 6.3.5. Transportation of scanned images should be prohibited without prior approval of the Authorized Person of a RGD. There should be an authorization letter for transporting any sort of scanned BMD record from the RGD to a different location.
- 6.3.6. Above data elements to be maintained in original language (such as Sinhala, Tamil or English) as well as in English language as an intermediary language. The data which has been recorded in English in RGD which should be transliterated to Sinhala or Tamil based on the requirements of the RGD. The

transliteration engine developed by ICTA and a copy of the location code database will be provided for assisting the above task.

- 6.3.7. Scanning and Data entry of BMD record should be taken place at designated locations authorized by the RGD.
- 6.3.8. Transportation of BMD records and data should be prohibited without prior approval of the Authorized Person of a RGD. There should be an authorization letter for transporting any sort of BMD records and data to a different location.

## 7. Deliverables and timeline

### List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	unit	Final (Project Site) Location as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Database of Digitized BMD Certificates and scanned BMD Certificates images	1	No of Database	Colombo	December 15, 2016	January 19, 2017	
2	Portable Hard Disk of Digitized BMD certificates (Copy of Database and Copy of Folders [Annexure 1] of the Scanned BMD certificates)	1	No of Portable HDD	Gampaha Kalutara Kandy Matale Nuwaraeliya Galle Matara			
3	CSV file and non-encrypted (TIFF) images			Hambantota Jaffna			
4	Re-bind Volumes	24,817	Nos	Mannar Vavuniya Mullativu Kilinochchi Batticaloa Ampara Trincomalee Kurunegala Puttalam Anuradhapura			
5	Sample Issuance of Certificates at Divisions	10 %	Out of the 2.4 million certificat es.	Polonnaruwa Badulla Monaragala Ratnapura Kegalle			

## **8. Deliverable Related to Project Management**

### **8.1. Project Documentation**

8.1.1. The Supplier / Contractor shall submit a Project Initiation Plan to achieve the following objectives:

- 8.1.1.1. Establish the governance model and the controlling body of the project in order to facilitate project management.
- 8.1.1.2. Ensure the roles and the corresponding responsibilities for each of the parties involved on this project are clearly communicated and understood, and the respective requirements met; and
- 8.1.1.3. Affirm project steps, timeframe, milestones and expectations.

8.1.2. A Detail Implementation Plan / Documents shall be drawn by the Supplier.

8.1.3. The following shall be included and submitted within a week of Agreement:

- 8.1.3.1. Detail Implementation arrangements
- 8.1.3.2. Testing arrangements
- 8.1.3.3. Installation arrangements
- 8.1.3.4. Verification and Validation arrangements
- 8.1.3.5. Acceptance Test arrangements
- 8.1.3.6. BMD Document Imaging and indexing arrangement



## 9. General Requirements

The following are the minimum mandatory requirements of e-BMD Documentation Project, the Supplier / Contractor needs to adhere to those in implementing the project.

No	Description of Requirement	Mandatory/ Optional	Response Yes/No	Detail descriptio n of the solutions/s ervices
a.	Scan duplex sheets with thickness detection and multi-feed detection mechanisms. Some of the BMD certificates have information in front page only. However, majority of BMD certificates are having information in the both side and both sides should be scanned in duplex mode to form a single image and should be capable of the viewing the using standard image viewer.	M		
b.	I. Bidder should use the standard software provided by RGD for data entry process. The final database should be provided according to the requirements of. Any other software will not be allowed for data entry process. Database schema and CVS file structure will be provided at the commencement of the project.  II. All documents need to be scanned with minimum 200 DPI. All scanned documents should be compressed and stored using Tagged Image File Format (TIFF).	M		
c.	The images should be stored in a properly design hierarchical folders order and should have proper naming system for such folders. (The one volume (one book) which includes 100 certificates will be in a lowest level folder. The bidder shall obtain the client agreement for the client for proposed folder hierarchy and naming system.)	M		
d.	Document separation and document assembly will be required and therefore the supplier should propose and use appropriate technologies /methodologies /processes to protect BMD certificates from misplacing. (note that Certificates are in bounded volumes in chronological order)	M		
e.	Scanned duplex images of single BMD certificate must be saved as single file without mixing with one another.	M		
f.	Documents scanning should be carried out using professional scanning set-up, which incorporates high quality production level scanners. The bidder should provide technical specifications of scanners and scanning software that is expected to use in this project. (For the purpose of scanning of the certificates and storing images and storing of indexing data at the stage of project implementation,	M		

No	Description of Requirement	Mandatory/ Optional	Response Yes/No	Detail descriptio n of the solutions/s ervices
	the bidder should use his own hardware)			
g.	Scanning shall be carried out in a manner that is able to handle old delicate and decayed paper carefully, to make sure that the BMD certificates will not be torn, damaged or destroyed any further through the scanning process.	M		
h.	In case a BMD certificate is damaged or found to be damaged, it should be recorded and reported to the Assistanst Registrar General who is in charge of the scanning process. Only after assessing the damage by the Asst Registrar General / ADR, the damaged documents should be repaired under the instructions and supervision of him.	M		
i.	The scanned output documents should be clear enough so that all the information (in the same language), photograph, symbols in the original a BMD certificate shall appear in the scanned copy accurately and exactly as in the original a BMD certificate. Any miss-colouring/ irrelevant dark shading of the document shall be removed during cleaning without changing/altering any information or symbols in the document.	M		
j.	The scanned documents should not exceed 150 kilobytes in size when both sides are scanned. The bidder should specify the average size of a document in kilobytes in accordance with the proposed format and equipment configuration.	M		
k.	The scanning Software proposed by the bidder should support saving the images in a hierarchically organized folder structure to be agreed upon with the RGD.	M		
l.	In accordance with the bidder's approach to accomplish to project detailed information on the following aspects shall be provided along with the proposal. <ul style="list-style-type: none"> <li>i) Proposed document/image scanning software</li> <li>ii) Proposed equipment (including PCs, scanners, servers, backup devices, etc) and furniture (chairs, computer tables, etc) that the Supplier / Contractor will use for the project and an inventory of the software planned to be installed in PCs and servers.</li> <li>iii) Proposed security measures to protect the confidentiality of the information based on the supplier's previous experience.</li> </ul>	M		
m.	Proposed scanning software that the bidder is going to use should have the following capabilities: <ul style="list-style-type: none"> <li>i) Image Enhancement and clean up</li> <li>ii) Virtual Re-Scanning (VRS) or similar dynamic</li> </ul>	M		

No	Description of Requirement	Mandatory/ Optional	Response Yes/No	Detail description of the solutions/s ervices
	threshold capabilities for image optimization iii) Saving of images into pre-specified folder hierarchy			
n.	Provide backups of indexing database/ other databases and images folders. (One backup in portable hard disk/Tapee)	M		
o.	Service provider shall take all necessary steps to meet requirements for original form and retention in the process of capturing and storing images as stipulated in the Section 5 and 6 of the “Electronic Transactions Act No. 19 of 2006” which is available for download at <a href="https://www.gov.lk/elaws/wordpress/CMSWrapper/content/elaws?appcode=cp&amp;lang=en&amp;gen_from=hme">https://www.gov.lk/elaws/wordpress/CMSWrapper/content/elaws?appcode=cp&amp;lang=en&amp;gen_from=hme</a>	M		
p.	A degausser shall be used to erase data stored in the service provider's computer equipment in the presence of responsible purchaser's staff before replacing them or removing them upon completion of the contract, which should also be recorded in a register.	M		
q.	Supplier must ensure that no removable storage devices are brought into the scanning / data entry locations by the service provider's staff. Scanning and data entry locations must be considered as secure areas and proper measures must be taken to monitor and record all movement of equipment / personal into and out of the said locations.	M		
r.	Tri-lingual requirements, according to ICTA Local Language standards.  MUST be compliant with the following standards for Sinhala and Tamil: <ul style="list-style-type: none"> <li>• Sinhala – SLS 1134: 2004: Parts 1 and 2 thereof.</li> <li>• Tamil – MUST support Unicode.</li> </ul> If needed, please obtain further information in this regard from the ICTA.			

## 10. Project Organization

### 10.1. Structure of Project

The Supplier / Contractor will designate a full time Project Manager (Service Provider's/Service Provider's Project Manager), who shall be primarily responsible for directing and coordinating all work and services which are to be executed or provided under the contract and all other related activities including, monitoring of progress, logistic support and preparation of documentation.

## **10.2. Facilities Provided by Registrar General Department and the Divisional Secretariats**

10.2.1. The Registrar General will provide BMD certificate and other of all relevant documentations to the Supplier / Contractor and access to relevant document and other information where necessary.

10.2.2. The RG/District Secretariats will provide required offices spaces for the establishment of document scanning site.

## **11. User Acceptance Testing**

The Supplier / Contractor should made appropriate quality assurance and quality control mechanism to ensure that there will be no duplicate data entry, incorrect data entry, which will be monitored by RGD. Data entry has to be 99% accurate and subsequently validate by Registrar General's staff.

## **12. Information security**

### **12.1. Requirements to ensure security and safety of information in RGD**

12.1.1. The Service Provider should take all possible measures to prevent any information security threats and to overcome the risk of misplacing BMD certificates and to prevent altering or disclosing any information therein.

12.1.2. It is a responsibility of the Service Provider to ensure that no staff member brings in any analogue or digital devices capable of capturing, recording, transferring, storing or porting of information in any form.

12.1.3. Service Provider should sign a non-disclosure agreement.

12.1.4. Service Provider should submit to the RGD the security clearance details of all its employees such as company identity card details, national identity card details.

12.1.5. In case a document is damaged or found to be damaged and cannot be scanned, it should be recorded and reported to the RGD officer who is in charge of the scanning center. Only after assessing the damage by the said officer, an alternative process to read the data in the schedule should be carried out under the supervision of the RGD officer.

12.1.6. Service Provider shall take all possible measures to prevent any losses, replacements, alterations, malpractices and/or damages to physical or digitized information.

12.1.7. Staff of the Service Provider shall be subject to security surveillance system implemented by RGD in the document and data capture environment for the purpose of close monitoring of activities.

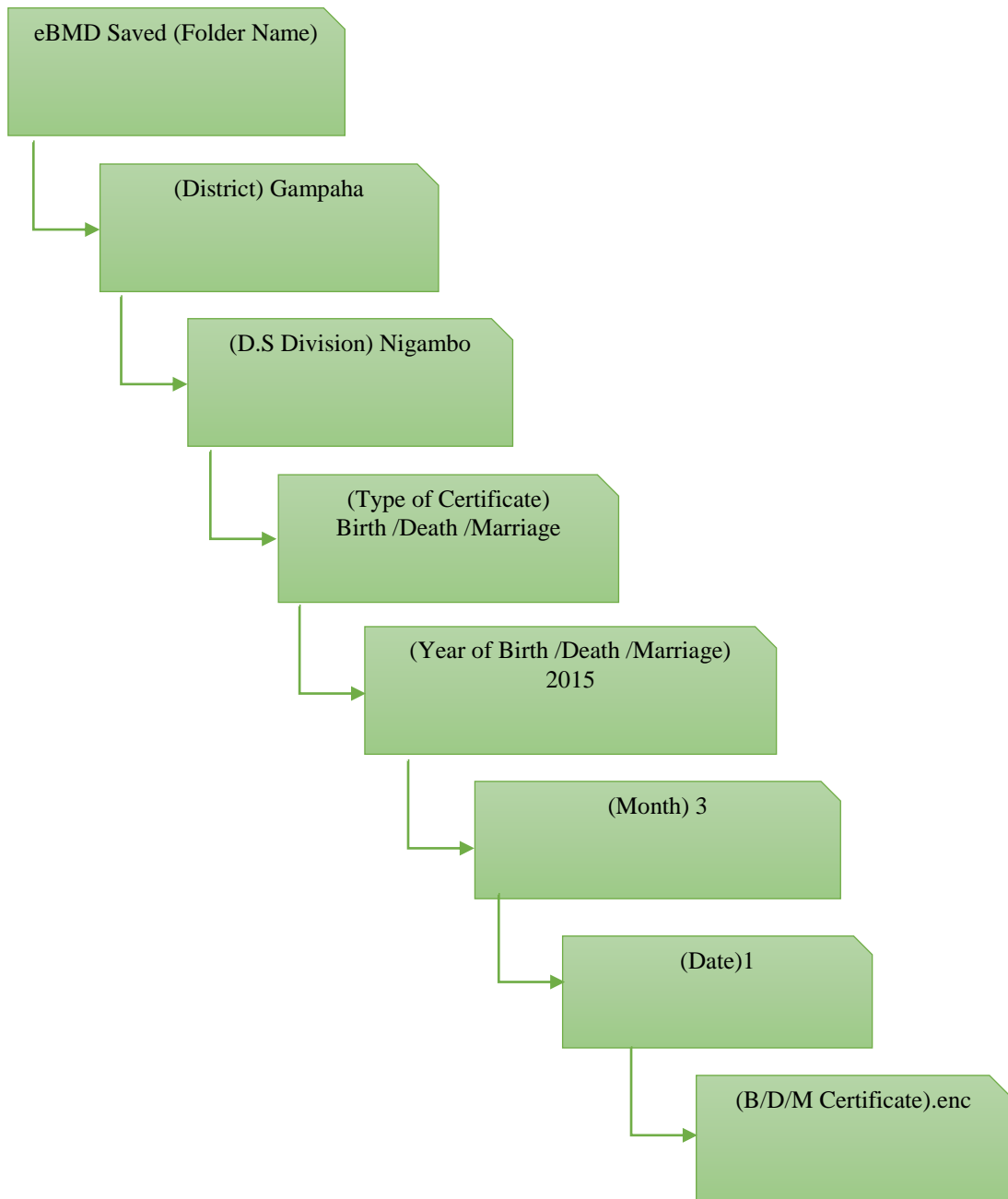
12.1.8. All data stored in the Service Provider's computer equipment should be erased in the presence of a responsible RGD staff before replacing them or removing them upon completion of the contract.

12.1.9. All data stored in the Service Provider's computer equipment should be handed over to the RGD staff upon completion of the contract with the stored media.

### **13. Review Committees and Review Procedures**

13.1. All deliverables will be reviewed by the team appointed by ICTA.

**Annexure 1**  
**Folder Structure**



## Section VII. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a. “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - b. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - c. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - d. “Day” means calendar day.
  - e. “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
  - f. “GCC” means the General Conditions of Contract.
  - g. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
  - h. “Employer” means the entity who employs the Service Provider
  - i. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
  - j. “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
  - k. “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
  - l. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
  - m. “Specifications” means the specifications of the service

included in the bidding document submitted by the Service Provider to the Employer

- n. "The Project Site," where applicable, means the place named in the SCC.
- o. "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- p. "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SSC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- q. "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- r. "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

**1.2 Applicable Law** The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit by the Bank** The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.



**1.8 Taxes and Duties**

The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

**2.2 Commencement of Services**

**2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

**2.5 Force Majeure**

**2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible

about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **2.6 Termination**

### **2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the GOSL's inspection and audit rights

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the GOSL suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### 3.2.2 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

#### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

#### 3.4 Insurance to be Taken Out by the Service

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and

**Provider**

conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Overpayment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance

**penalty**

will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in Bank Guarantee.

**4. Service Provider's Personnel**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Employer**

**5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider

under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made.

**5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

**6. Payments to the Service Provider**

**6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price**

The price is payable in Sri Lankan Rupees.

**6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Period allocated for Payments**

Payments shall be made within the period specified in the SCC

**6.6 Day works**

6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.



8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC.**

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed in terms of section 8.2.1.

## Section VIII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1</b>	The contract name is; <b>SCANNING OF BIRTHS, MARRIAGES AND DEATHS CERTIFICATES</b> The contract number; <b>ICTA/GOSL/SER/NCB/2016/39</b>
<b>1.1(h)</b>	The Employer is; Information and Communication Technology Agency of Sri Lanka (ICTA)
<b>1.1(j)</b>	The Service Provider is _____
<b>1.1(p)</b>	The Member in Charge is _____
<b>1.3</b>	The language is English
<b>1.4</b>	Notices shall be given to the Authorized Representative stated in SCC 1.6
<b>1.6</b>	The Authorized Representatives at the commencement of this contract are: For the Employer:  For the Service Provider:  The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.
<b>2.1</b>	The date on which this Contract shall come into effect is The date of signing of the contract (Effective date)
<b>2.2.2</b>	The Starting Date for the commencement of Services is 7 days from the effective date.
<b>2.3</b>	The Intended Completion Date is Five Months (05) from the commencement date of the contract.
<b>3.5(d)</b>	No other actions
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: None
<b>3.8.1</b>	The liquidated damages rate is 0.5 percentage (0.5%) of the Contract price per week. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: Refer 9 of Description of Services – General Requirements
<b>6.2</b>	The amount in local currency is : Sri Lanka Rupees
<b>6.3.2</b>	The performance incentive paid to the Service Provider shall be: Not Applicable
<b>6.4</b>	Payments shall be made according to the following schedule:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract					
	No	Description	Description	Number of Documents	Time Period	Percentage
	1	Scanning	Births	1,304,065	2 months	40%
	Deaths		469,027			
	Marriages		708,594			
	2	Data entry	Births	1,304,065	1 month	40%
	Deaths		469,027			
	Marriages		708,594			
	3	Unbinding and binding (Completion)		24,817		20%
	Payments will be released for each deliverable upon the acceptance of same by the Review Committee of the project.					
<b>6.5</b>	Payment shall be made within twenty (20) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within thirty (30) days in the case of the final payment.					
<b>7.1</b>	The principle and modalities of inspection of the Services by the Employer are as follows:  Not applicable					
<b>8.2.4</b>	Arbitration shall be heard in Sri Lanka in accordance with the Arbitration Act of Sri Lanka.					

## Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of-- (name of first firm)--, --(name of second firm) --,--(name of last firm) -- ]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures denominated in the currency of the Employer's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
*[signature, name, and address]*

## Annex B Form: Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Annex C Form: Bank Guarantee for Advance Payment

To: \_\_\_\_\_

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, \_\_\_\_\_ (hereinafter called “the Service Provider”) shall deposit with \_\_\_\_\_ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_

We, the \_\_\_\_\_, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding \_\_\_\_\_

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_