



Ministry of Digital Economy
Department for Registration of Persons

Bidding Document

BID NO: DRP/ACC/07/33/2025

Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card

International Competitive Bidding

(SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE)

Ministry of Digital Economy
Level 11,
Unit No: 1101,
One Galle Face Tower,
No 1 A, Centre Road, Galle Face,
Colombo 02.

**CERTIFICATE OF ISSUING OF BID DOCUMENT
(TO BE FILLED BY THE ISSUING OFFICER AT THE ISSUING TIME)**

01. Name of the Bidder:
02. Contract No: DRP/ACC/07/33/2025
03. Serial No of Bid Document:
- a. Issued to:
- b. Address:
- c. Telephone No: Fax No:
- d. Email Address:
04. Bid Document Charges: Rs.200.000.00
05. Receipt No:
06. Number of Copy Issued: 01
07. Authorized Issuing Officer's
- a. Name: Mr./Miss./Mrs./Miss:
- b. Designation:
08. Issuing Officers'
- a. Name:
- b. Designation:
- c. Signature:
09. Date of Issue:
10. Place of Issue: Accounts Division,
Department for Registration of Persons,
12th Floor, Suhurupaya Building,
Sri Subhuthipura Road, Battaramulla.
Sri Lanka.

Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders.....	1-1
Section 2.	Bid Data Sheet.....	2-1
Section 3.	Evaluation and Qualification Criteria.....	3-1
Section 4.	Bidding Forms.....	4-1
Section 5.	Eligible Countries	5-1

PART II – Supply Requirements

Section 6.	Schedule of Supply	6-1
------------	--------------------------	-----

PART III – Conditions of Contract and Contract Forms

Section 7.	General Conditions of Contract	7-1
Section 8.	Special Conditions of Contract	8-1
Section 9.	Contract Forms	9-1



Democratic Socialist Republic of Sri Lanka
Ministry of Digital Economy

Department for Registration of Persons

INVITATION FOR BIDs (IFB)

Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card

IFB No: DRP/ACC/07/33/2025

01. The Chairperson, High Level Procurement Committee, Ministry of Digital Economy on behalf of Department for Registration of Persons, Sri Lanka now invites sealed bids from eligible and qualified bidders for the Procurement of Fifteen million (15,000,000) Pre Printed Polycarbonate Cards for the issuance of National Identity Card.
02. Bidding will be conducted through International Competitive Bidding (ICB) in accordance with Single-Stage, Two Envelope Bidding Procedure.
03. The Bidder shall meet the following minimum qualifications criteria to be eligible for award of Contract. The additional details are provided in the Bidding Document.
 - (a) "Bidder" shall be a Company registered in respective country for a period of more than five (05) years as at date of closing of Bid.
 - (b) Bidder (if a single bidder) or all members (in case of "JV") bidding for this procurement, shall be ISO 9001:2015 (Quality Management Systems) certified by the closing date of Bid
 - (c) Bidder (if a single bidder) or the Lead Bidder (in case of "JV"), shall be registered under the Public Contract Act No. 3 of 1987 at the time of bid submission
 - (d) The Bidder (if a single bidder) or the Lead Bidder (in case of "JV"), bidding for this procurement, shall have manufactured and supplied not less than total of Fifteen (15) million ISO/IEC 7810, ISO/IEC 10373 and ISO/IEC 24789 compatible 100% polycarbonate Identity Cards (with security and other features requested in this procurement) by across maximum of three (03) separate projects during the last three (3) years (2023–2025) executed for under the authority of government bodies, statutory institutions, or publicly mandated agencies from the production site / factory / plant declared for manufacturing pre-printed cards for this procurement.
 - (e) Bidder (if single bidder) or Lead Bidder (in case of "JV") and all Manufacturers (including Sub contractors) declared to be involved in the production of the pre-printed ID card or its structural components (Polycarbonate Card, Security features) shall be ISO 9001:2015 (Quality Management Systems) and ISO 14298 – Government Level / Central Bank Level (Graphic technology – Management of Security Printing Processes)

certified (including production site(s) / factory(ies) / plant(s) declared for manufacturing pre-printed cards for this procurement). Bidder / Manufacturer(s) name(s) shall be same as the name(s) stated on the Intergraph certificate(s) with relevant scope.

- (f) The Bidder (if single bidder) or all partners (in case of "JV"), bidding for this procurement, shall have an average annual turnover of at least US Dollars 25 Million / Euro 20 Million or above, with US Dollars 6 Million / Euro 5 Million for each partner in case of JV, for a period of last three (03) years (2021/22– 2023/24)
- (g) The Bidder (if single bidder) or all partners (in case of "JV"), bidding for this procurement, shall possess a at least US Dollars 15 Million / Euro 12 Million net liquid assets (Current Assets – Inventory – Current Liabilities) or credit facilities for this procurement, with minimum of US Dollars 3 Million / Euro 2.5 Million for each partner in case of JV.

04. The interested and eligible bidders may obtain further information from the Chief Accountant, Department for Registration of Persons through +94 115226172 during working days, from 9.00 a.m. to 3.00 p.m. or through drpprocurement@gmail.com and Bidding Documents can be inspected free of charge at the Accounts Division, Department for Registration of Persons, 12th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla, Sri Lanka, Sri Lanka from **22nd September 2025 to 31st October 2025** between 9.00 a.m. and 3.00 p.m. and also through our official websites www.mode.gov.lk and www.drp.gov.lk

05. A complete set of Bidding Documents in the English language may be purchased by interested bidders on the submission of a written request to the Accountant, Department for Registration of Persons, 12th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla, Sri Lanka, during working days between 9.00 a.m. and 3.00 p.m. from **22nd September 2025 to 31st October 2025** upon the payment of a non-refundable fee of **Rs. 200,000.00**. The method of payment will be cash.

06. Pre Bid Meeting will be held on **13th October 2025 at 02.00 p.m. (local time)** at the Auditorium, Department for Registration of Persons, 13th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla, Sri Lanka. All interested bidders may participate to the Pre Bid meeting. Bidders may also attend the meeting virtually and shall request via an email in order to be provided the link to the online conferencing facility.

07. Bid shall be valid up to **27th April 2026**. All bids shall be accompanied by a Bid Security in **LKR 50,000,000.00** or equivalent in any freely convertible currency in the form of bank guarantee (as per the format given in the bidding documents) issued by any licensed commercial bank operating in Sri Lanka or a foreign bank certified by a corresponding bank in Sri Lanka whereby the corresponding bank should be approved by the Central Bank of Sri Lanka valid till **22nd June 2026**. Bids must be delivered to the Department for Registration of Persons, C Wing, 12th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla, Sri Lanka, on or before **02.00 p.m. (local time) at 03rd November 2025**. Late bids will be rejected. Technical Bids will be opened immediately after the closing time in the presence of the bidders' representatives who choose to attend in person at the same address.

Chairperson,
High Level Procurement Committee,
Ministry of Digital Economy,
Level 11, Unit No: 1101, One Galle Face Tower,
No.1 A, Centre Road, Galle Face,
Colombo 02.
Sri Lanka.

Section 1 - Instructions to Bidders

Table of Contents

A.	General	1-3
1.	Scope of Bid	1-3
2.	Source of Funds	1-3
3.	Fraud and Corruption	1-3
4.	Eligible Bidders	1-5
5.	Eligible Goods and Related Services	1-6
B.	Contents of Bidding Document	1-7
6.	Sections of the Bidding Document	1-7
7.	Clarification of Bidding Document	1-7
8.	Amendment of Bidding Document	1-7
C.	Preparation of Bids	1-8
9.	Cost of Bidding	1-8
10.	Language of Bid	1-8
11.	Documents Comprising the Bid	1-8
12.	Bid Submission Sheet and Price Schedules	1-8
13.	Alternative Bids	1-8
14.	Bid Prices and Discounts	1-9
15.	Currencies of Bid	1-10
16.	Documents Establishing the Eligibility of the Bidder	1-10
17.	Documents Establishing the Eligibility of the Goods and Related Services	1-11
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	1-11
19.	Documents Establishing the Qualifications of the Bidder	1-11
20.	Period of Validity of Bids	1-12
21.	Bid Security/Bid-Securing Declaration	1-12
22.	Format and Signing of Bid	1-13
D.	Submission and Opening of Bids	1-13
23.	Sealing and Marking of Bids	1-13
24.	Deadline for Submission of Bids	1-14
25.	Late Bids	1-14
26.	Withdrawal, Substitution, and Modification of Bids	1-14
27.	Bid Opening	1-15
E.	Evaluation and Comparison of Bids	1-16
28.	Confidentiality	1-16
29.	Clarification of Bids	1-16
30.	Deviations, Reservations, and Omissions	1-16

31.	Determination of Responsiveness.....	1-16
32.	Nonmaterial Nonconformities.....	1-17
33.	Correction of Arithmetical Errors.....	1-17
34.	Conversion to Single Currency	1-18
35.	Margin of Preference.....	1-18
36.	Evaluation of Bids	1-18
37.	Comparison of Bids.....	1-18
38.	Postqualification of the Bidder	1-18
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	1-19

F.	Award of Contract	1-19
40.	Award Criteria	1-19
41.	Purchaser's Right to Vary Quantities at Time of Award.....	1-19
42.	Notification of Award	1-19
43.	Signing of Contract.....	1-20
44.	Performance Security.....	1-20

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means 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) "coercive practice" means 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;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and
 - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
- (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

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

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

- 6. Sections of the Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
- 7. Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

- (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.
 - (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in

accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

- | | |
|--|---|
| 17. Documents Establishing the Eligibility of the Goods and Related Services | 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms). |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).

18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply). |
| 19. Documents Establishing the Qualifications of the Bidder | 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. |

**20. Period of
Validity of Bids**

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**21. Bid Security/
Bid-Securing
Declaration**

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

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

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, 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 44.

21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

- 21.7 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 Sheet, except as provided in ITB 20.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 43;
 - (ii) furnish a performance security in accordance with ITB 44; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. **Deadline for Submission of Bids**
 - 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
 - 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. **Late Bids**
 - 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. **Withdrawal, Substitution, and Modification of Bids**
 - 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
 - (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

- 27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Non-conformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) 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.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security

may be forfeited, or its Bid-Securing Declaration executed.

- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Margin of Preference** 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. Evaluation of Bids** 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.
- 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.

- 38. Post-qualification of the Bidder**
- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 40. Award Criteria**
- 40.1 The Purchaser 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 Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

- 42.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43. Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 43.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44. Performance Security**
- 44.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement 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 Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet

This section includes provision that are specific to each procurement that supplement Section I, Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Section I

A. General	
ITB 1.1	The Purchaser is: Ministry of Digital Economy represented by Department for Registration of Persons
ITB 1.1	The name of the International Competitive Bidding (ICB) is: Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card The identification number of the ICB is: DRP/ACC/07/33/2025
ITB 2.1	No funding agency - Source of Funds: Government of Sri Lanka Terms referred as ADB and related terms to ADB have to be removed.
B. Contents of Bidding Document	
ITB 7.1	For Clarification of bid purposes only, Attention : Chief Accountant, Address : Department for Registration of Persons 12th Floor, Wing B, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla Sri Lanka. Telephone +94 115226172 Facsimile number +94 112177937 E-mail address drpprocurement@gmail.com Clarifications should be submitted to the Purchaser no later than 14 days prior to the deadline for submission of Bids.
ITB 7.2	A Pre-Bid meeting shall take place at the following date, time and place. Date : 13th October 2025 Time: 02.00 p.m. (local time) Place: Auditorium, Department for Registration of Persons 13th Floor, Suhurupaya Building, Sri Subhuthipura Road Battaramulla, Sri Lanka. Bidders may also attend the meeting virtually. Bidders shall request via an email to the drpprocurement@gmail.com on or before 10th October 2025 in order to be provided the link to the online conference facility.

C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1	a) The Bidder shall submit Technical Bid and Financial Bid in two separate envelopes and both Bids shall be in one sealed cover, which shall also be in duplicate marked as "Original" and "Copy". b) The Bidder shall submit with its Technical Bid the following documents; 1. Letter of Technical Bid 2. Bid Security 3. Technical Specifications and requested documents 4. Delivery Schedule 5. All the other documents requested in ITB 11.1 (e) of Bid Data Sheet c) The Bidder shall submit with its Financial Bid the following documents; 1. Bid Submission Form 2. Price Schedule The bidder shall not include any price proposals or related documents in technical proposals. If the bidder includes any Price Information with technical Bids or inside the technical proposals envelop its bid will be rejected.
ITB 11.1 (e)	The Bidder shall submit the following additional mandatory documents; (a) "Bidder" shall be a Company registered in respective country for a period of more than five (05) years as at date of closing of Bid. A bidder shall submit a Bid as a single bidder or in a Joint Venture (hereinafter referred to as "JV"), in which case the "Bidder" shall be the "JV" as a whole. The bidder shall be the Principal Manufacturer (hereinafter referred to as "Lead Bidder") and the Bid shall be signed by the "Lead Bidder". All partners in case of a JV need to be companies duly incorporated under laws of respective countries and shall be in the business for more than five (05) years as at date of closing of Bid. The Bidder shall provide copies of original documents related to Company Registration, constitution/articles, legal status, place of registration and principal place of business, as proof. Bid submitted through a JV of two or more bidders as partners shall comply with the following: (i) Bid shall be submitted so as to be legally binding on all partners; (ii) Principal Manufacturer shall be nominated as the Lead Bidder. Authorization shall be given to the person, who signs the Bid Submission Form and all other documents, in terms of a legally acceptable Board Resolution or equivalent document as per the existing laws of respective countries, supported by a registered Power-of-Attorney (POA), irrespective of whether bidding as a single Bidder or as a Lead Bidder of a JV. If not submitted, Bid is treated as non-responsive and shall be rejected; (iii) A legally acceptable Board Resolution or equivalent document as per the existing laws of respective countries and supported by a

	registered POA shall also be submitted for the authorization of signature of persons, who sign the documents relevant to each Partner, with respect to this Bid. If not submitted, Bid is treated as non-responsive and shall be rejected; (iv) Bid shall contain a draft JV agreement duly signed and agreeable to all partners, stating terms and conditions, roles of each partner, etc., along with a legally acceptable MOU or Letter of Intention (LOI), specifying intention to form a JV if Bid is awarded to them. The JV Agreement shall comply with the draft JV Agreement, if not rejected. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV. Entire execution of the contract, including payments, shall be done exclusively with the Lead Bidder. As such, nomination of Lead Bidder shall be evidenced by submitting a registered POA, signed by legally authorized signatories of all the partners and also declaring the consent or intent to form a JV in the event of award of the contract. If not submitted, Bid is treated as non-responsive and shall be rejected. Such agreement or declaration by an organization shall be exclusive to one Bid only (i.e. one party shall not give such consent to more than one Bid for this procurement); (v) A bidder shall submit only one Bid, either as a single Bidder on its own or as a Lead Bidder of a partner in a JV, in response to this procurement. (vi) A bidder which is a Bidder, whether as a single Bidder or as a partner in a JV, shall not be a Sub Contractor in any other bid for this procurement, except for the supply of commercially available products manufactured or produced by the bidder as well as purely incidental services. Non-compliance may result in the rejection of all Bids, in which the bidder (particular sub-contractor) participates as Bidder or as partner in a JV. As long as in compliance with these provisions or as long as unaffected by them due to not participating as Bidder or as partner in a JV, a bidder shall be proposed as a subcontractor in any number of bids for this procurement; (vii) Partner or combination of partners that is responsible for a specific component(s) of the final product, shall meet the relevant qualification criteria for that particular component; (viii) Bidder shall officially form the JV, in case of a successful bid, prior to attending to contract and shall submit the registered (legally acceptable) JV agreement at the time of signing the Contract Agreement. All partners of the JV shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the Contract; No consortium is accepted. (ix) All above-referred Agreements, POAs and Resolutions shall be legally binding within the jurisdiction of Sri Lanka and shall be properly signed and registered according to the acceptable legal practices and standards of Sri Lanka. If not acceptable, Bid is treated as non-responsive and shall be rejected. Documents of legal nature of Foreign Bidders related to, such as foreign POAs, should be notarized and endorsed/certified by Sri Lankan Embassy/ High Commissions/
--	---

	Consulates of the particular country. If a POA is registered in Sri Lanka, Embassy endorsement is not necessary. (b) Bidder (if a single bidder) or all members (in case of "JV") bidding for this procurement, shall be ISO 9001:2015 (Quality Management Systems) certified by the closing date of Bid. Certified copies of the original certificates shall be submitted separately by all members. If not, Bid is treated as non-responsive and shall be rejected. (Certification shall be done by Authorized Officers to whom authority has been given through Resolutions, POAs and Agreements). Documents, other than copies of ISO Certificates issued by recognized certification bodies, are not acceptable in this regard. (c) Bidder (if a single bidder) or the Lead Bidder (in case of "JV"), shall be registered under the Public Contract Act No. 3 of 1987 at the time of bid submission and the original certificate specifically obtained for this procurement shall be submitted with the Bidding Document. If not, Bid is treated as non-responsive and shall be rejected. (d) The Bidder (if a single bidder) or the Lead Bidder (in case of "JV"), bidding for this procurement, shall have manufactured and supplied not less than total of Fifteen (15) million ISO/IEC 7810, ISO/IEC 10373 and ISO/IEC 24789 compatible 100% polycarbonate Identity Cards (with security and other features requested in this procurement) by across maximum of three (03) separate projects during the last three (3) years (2023–2025) executed for under the authority of government bodies, statutory institutions, or publicly mandated agencies from the production site / factory / plant declared for manufacturing pre-printed cards for this procurement. In the case of a JV, the Lead Bidder may rely on the manufacturing experience of a JV partner or a designated exclusive manufacturer, provided the declared production site and all proof requirements are met. Bidder can submit more than three Projects, if any. Purchase Orders (POs) and Customer References (from end users of cards endorsing 100% Poly-carbonate, security features and ISO compatibilities) as well as sample ID Cards and relevant Test Reports from ISO/IEC 17025 certified independent laboratory (not related to Bidder) shall be submitted with respect to said projects as proof of ID Cards manufacturing capability of Principal. For the purpose of this clause, "bidder" refers to the Single bidder, Lead Bidder, JV partner, or designated exclusive supplier whose manufacturing experience is submitted to meet the requirements. Date of supply, manufacturer (plant/site), quantity and quality of cards supplied as well as complete contact details of respective customers (purchasers) shall be submitted for verification purposes. If POs and Customer References (minimum proof) are not submitted or not acceptable and requested standard of ID Card manufacturing experience is not evidenced by proof submitted, Bid is treated as non-responsive and shall be rejected. All previous supplies of Pre-printed Cards to the Purchaser, if any, shall be properly declared with complete details of such supplies separately (e) Bidder (if single bidder) or Lead Bidder (in case of "JV") and all Manufacturers (including Sub contractors) declared to be involved in the production of the pre-printed ID card or its structural components (Polycarbonate Card, Security features) shall be ISO 9001:2015 (Quality Management Systems) and ISO 14298 – Government Level (Graphic technology – Management of Security Printing Processes) certified (including
--	--

	production site(s) / factory(ies) / plant(s) declared for manufacturing pre-printed cards for this procurement). Bidder / Manufacturer(s) name(s) shall be same as the name(s) stated on the Intergraph certificate(s) with relevant scope. Documentary evidence on these certifications shall be submitted by means of certified copies of the original certificates with the Bidding Document. If certificates are not acceptable or certificates are not submitted, Bid is treated as non-responsive and shall be rejected. (Certification shall be done by Authorized Officers to whom authority has been given through Resolutions, POAs and Agreements) (f) For all components of the card (including security features) that are not manufactured /offered by the Bidder (if a single Bidder) or the Lead Bidder (in case of "JV") himself, Manufacturer's Authorization Letters (MAL) shall strictly be submitted addressed to Purchaser using the format / template provided in this Bidding Document. As such, each manufacturer, whether a partner in JV or sub-contractor, for this procurement should submit MAL for the components manufactured by the respective Manufacturer. If not submitted, Bid is treated as non-responsive and shall be rejected. In all cases, MAL should be addressed to Chairperson, High Level Procurement Committee through Bidder, specifically issued to this procurement by mentioning the Bid Number. Name of "Bidder" (if bidding as a single Bidder) or "name of JV" (in case of JV), should appear at the appropriate place in MAL, in order to get "Bidder" of the bid to be legally bound. If not complied with the requirements specified above, Bid is treated as non-responsive and shall be rejected. (g) Bidder (if a single bidder) or all members (in case of "JV") bidding for this procurement, shall submit Non-Collusion Affidavit along with the Bid as per the attached format.(if not, the bid offer shall be treated as a non-responsive bid) (h) The Bidder (if single bidder) or all partners (in case of "JV"), bidding for this procurement, shall submit the certified copies of Audited Financial Statements with auditor's view (Statement of Financial perform & Financial Position) of the company for the last three (03) years (2021/22-2023/24).
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.6 (b) (i)	Named Destination: Department for Registration of Persons, 13th Floor, Suhurupaya, Battaramulla.
ITB 14.6 (b) (ii)	Not applicable
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted shall correspond to 100 % of the items.
ITB 15.1	Currencies of Bid; Bid value of the Cards shall be quoted in US Dollars (US\$) / Euro (€)
ITB 19.2	The Bidder shall be required to include with its bid the Manufacturer's Authorization, if the Bidder does not manufacture or produce the cards.
ITB 19.3	N/A

ITB 20.1	The bid shall be valid up to 27th April 2026
ITB 21.1	The Bidder shall provide Bid Security in LKR 50,000,000.00 or equivalent in any freely convertible currency in the form of bank guarantee (as per the format given in the bidding documents) issued by any licensed commercial bank operating in Sri Lanka or a foreign bank certified by a corresponding bank in Sri Lanka whereby the corresponding bank should be approved by the Central Bank of Sri Lanka. Bid security shall be issued in favor of; Secretary or his legal successor, Ministry of Digital Economy, Level 11, Unit No: 1101, One Galle Face Tower, No.1 A, Centre Road, Galle Face, Colombo 02. Bid Security shall remain valid up to 22nd June 2026
ITB 22.1	In addition to the original Bid, the number of copies is: 01 (one)
ITB 22.2	Refer ITB 11.1 (e)
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	Not Applicable
ITB 23.2 (c)	The additional identification marks are: The inner and outer envelopes shall bear the following additional identification marks: Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card IFB No : DRP/ACC/07/33/2025
ITB 24.1	For bid submission purposes only, the Purchaser's address is : Attention : Chairperson, High Level Procurement Committee, Street address: Accounts Division, Department for Registration of Persons, C Wing, 12th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla. Sri Lanka
ITB 24.1	The deadline for bid submission is: Date: 03rd November 2025 Time: 02.00 p.m. (Local time)
ITB 27.1	The bid opening shall take place at: Department for Registration of Persons,

	13th Floor, Suhurupaya Building, Sri Subhuthipura Road, Battaramulla. Sri Lanka The Technical Bids will be opened immediately after the deadline for submission of bids.
ITB 27.1	Not Applicable
E. Evaluation, and Comparison of Bids	
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lanka Rupees(SLR) The source of the selling exchange rate shall be: Central Bank of Sri Lanka <i>The date for the selling exchange rate shall be 28 days prior to the deadline for submission of the bids</i>
ITB 36.1	Bids shall be evaluated as per criteria specified in the Section 3 of the Bidding Document. Only the bids, which are substantially responsive, shall be considered for the opening of financial bids for detailed evaluation.
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is 25%
ITB 42.2	After evaluation of Bids according to procedures described in the Bidding Document, the purchaser will inform all the bidders in writing the selection of the substantially responsive lowest evaluated Bidder and intention of contract award to such Bidder. The unsuccessful Bidders if they wish, within 10 working days of such notice may make representations to the Chairman, Procurement Appeal Board. Such representations shall be self-contained and a non-refundable cash deposit of LKR 100,000.00 shall be made.

Section 3 - Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation Criteria.....	3-2
1.1 Technical Criteria.....	3-2
1.2 Margin of Preference	3-2
1.2.1 Method of Application	3-2
1.3 Economic Criteria.....	3-2
1.3.1 Adjustment for Scope	3-2
1.3.1.1 Local Handling and Inland Transportation.....	3-2
1.3.1.2 Minor Omissions or Missing Items.....	3-2
2. Qualification Criteria	3-3
Specific Requirements for the Criteria.....	3-4
2.1 Eligibility and Pending Litigation.....	3-4
2.1.1 Eligibility	3-4
2.1.2 Conflict of Interest.....	3-6
2.1.3 Pending Litigation and Arbitration.....	3-6
2.2 Experience and Technical Capacity	3-7
2.2.1 Contractual Experience.....	3-7
2.2.2 Technical Experience.....	3-7
2.2.3 Production Capacity	3-8
2.3 Financial Situation.....	3-10
2.3.1 Historical Financial Performance	3-10
2.3.2 Size of Operation (Average Annual Turnover).....	3-10
2.3.3 Cash Flow Capacity	3-10

The Bid evaluation will be conducted based on the guidance given in “Chapter 7 - Bid Evaluation” of Procurement Guideline - 2024 of Sri Lanka.

Only the Price Proposals of substantially responsive bidders will be opened.

1. Evaluation Criteria

1.1 Technical Criteria – Bidder shall comply with all aspects of the technical Specifications

1.2 Margin of Preference – Not Applicable

1.3 Economic Criteria

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods to Project Site as defined in Section 6 (Schedule of Supply), shall be included in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided in Section 4 (Bidding Forms).

1.3.1.2 Minor Omissions or Missing Items

Not applicable

2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

The Bidder's capabilities to execute the contract satisfactorily. The following criteria may be used individually or in combination to establish one or several criteria qualifications of the Bidder.

All these criteria shall be evaluated on a pass/fail basis only.

For inspection only

Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
A bidder shall submit a Bid as a single bidder or in a Joint Venture (hereinafter referred to as “JV”), in which case the “Bidder” shall be the “JV” as a whole. The bidder shall be the Principal Manufacturer (hereinafter referred to as “Lead Bidder”) and the Bid shall be signed by the “Lead Bidder”. All partners in case of a JV need to be companies duly incorporated under laws of respective countries and shall be in the business for more than five (05) years as at date of closing of Bid. .(If not, the bid offer shall be treated as a non-responsive bid)	must meet requirement	not applicable	Must meet requirement	not applicable	Documents related to Company Registration, constitution/ articles, legal status, place of registration and principal place of business,
Bidder (if a single bidder) or all members (in case of “JV”) bidding for this procurement, shall be ISO 9001:2015 (Quality Management Systems) certified by the closing date of Bid. .(If not, the bid offer shall be treated as a non-responsive bid)	must meet requirement	not applicable	Must meet requirement	not applicable	Certified copies of the original certificates shall be submitted
Authorized signatory on the Bid and other related documents. .(If not, the bid offer shall be treated as a non-responsive bid)	must meet requirement	not applicable	must meet requirement	must meet requirement	All original documents mentioned in ITB 11.1 (e), a. (ii), (iii) of Section 2 - Bid Data Sheet
Bidder (if a single bidder) or the Lead Bidder (in case of “JV”), shall be registered under the Public Contract Act No. 3 of 1987 at the time of bid submission. .(If not, the bid offer shall be treated as a non-responsive bid)	must meet requirement	not applicable	not applicable	Must meet requirement (Lead bidder)	original certificate specifically obtained for this procurement shall be submitted with the Bidding Document

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For all components of the card (including security features) that are not manufactured /offered by the Bidder (if a single Bidder) or the Lead Bidder (in case of "JV") himself, Manufacturer's Authorization Letters (MAL) shall strictly be submitted addressed to Purchaser using the format / template provided in this Bidding Document. As such, each manufacturer, whether a partner in JV or sub-contractor, for this procurement should submit MAL for the components manufactured by the respective Manufacturer. (If not acceptable or not submitted, Bid is treated as non-responsive and shall be rejected.)	must meet requirement	not applicable	not applicable	Must meet requirement (Lead bidder)	Original Document
Bidder (if a single bidder) or all members (in case of "JV") bidding for this procurement, shall submit Non-Collusion Affidavit along with the Bid as per the attached format.(if not, the bid offer shall be treated as a non-responsive bid)	must meet requirement	must meet requirement	must meet requirement	must meet requirement	Original Document

2.1.2 Conflict of Interest

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
No conflicts of interest in accordance with ITB Sub clause 4.3.	must meet requirement	not applicable	must meet requirement	not applicable	Letter of Technical Bid

2.1.3. Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder .(If not submitted, the bid offer shall be treated as a non-responsive bid)	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Bidder (if single bidder) or Lead Bidder (in case of "JV") and all Manufacturers (including Sub contractors) declared to be involved in the production of the pre-printed ID card or its structural components (Polycarbonate Card, Security features) shall be ISO 9001:2015 (Quality Management Systems) and ISO 14298 – Government Level (Graphic technology – Management of Security Printing Processes) certified (including production site(s) / factory(ies) / plant(s) declared for manufacturing pre-printed cards for this procurement). Bidder / Manufacturer(s) name(s) shall be same as the name(s) stated on the Intergraph certificate(s) with relevant scope. (If not acceptable or not submitted, Bid is treated as non-responsive and shall be rejected.)	must meet requirement	not applicable	not applicable	Must meet requirement (Lead bidder)	Form EXP - 1

2.2.2 Production Capacity

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder (if a single bidder) or the Lead Bidder (in case of “JV”), bidding for this procurement, shall have manufactured and supplied not less than total of Fifteen (15) million ISO/IEC 7810, ISO/IEC 10373 and ISO/IEC 24789 compatible 100% polycarbonate Identity Cards (with security and other features requested in this procurement) by across maximum of three (03) separate projects during the last three (3) years (2023–2025) executed for under the authority of government bodies, statutory institutions, or publicly mandated agencies from the production site / factory / plant declared for manufacturing pre-printed cards for this procurement. In the case of a JV, the Lead Bidder may rely on the manufacturing experience of a JV partner or a designated exclusive manufacturer, provided the declared production site and all proof requirements are met. Bidder can submit more than three Projects, if any. (If not acceptable or not submitted, Bid is treated as non-responsive and shall be rejected.) Purchase Orders (POs) and Customer References (from end users of cards endorsing 100% Polycarbonate, security features and ISO compatibilities) as well as sample ID Cards and relevant Test Reports from ISO/IEC 17025 certified independent laboratory (not related to Principal or Lead Bidder) shall be submitted with respect to said projects as proof of ID Cards manufacturing capability of Principal. Date of supply, manufacturer (plant/site), quantity and quality of cards supplied as well as complete contact details of respective customers (purchasers) shall be submitted for verification purposes. If POs and Customer References (minimum proof) are not submitted or not acceptable and requested	must meet requirement	not applicable	not applicable	The principal	Form EXP - 3

standard of ID Card manufacturing experience is not evidenced by proof submitted, Bid is treated as non-responsive and shall be rejected. All previous supplies of Pre-printed Cards to the Purchaser, if any, shall be properly declared with complete details of such supplies separately.					
--	--	--	--	--	--

For inspection only

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last 3 years (2021/22–2023/24).to demonstrate the current soundness of the Bidder's financial position.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder (if single bidder) or all partners (in case of "JV"), bidding for this procurement, shall have an average annual turnover of at least US Dollars 25 Million / Euro 20 Million or above, with US Dollars 6 Million / Euro 5 Million for each partner in case of JV, for a period of last three (03) years (2021/22–2023/24)	must meet requirement of US Dollars 25 Million / Euro 20 Million	must meet requirement of US Dollars 25 Million / Euro 20 Million	must meet minimum requirement of US Dollars 6 Million / Euro 5 Million	not applicable	Form FIN - 2

2.3.3 Cash Flow Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder (if single bidder) or all partners (in case of “JV”), bidding for this procurement, shall possess a at least US Dollars 15 Million / Euro 12 Million net liquid assets (Current Assets – Inventory – Current Liabilities) or credit facilities for this procurement, with minimum of US Dollars 3 Million / Euro 2.5 Million for each partner in case of JV. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement of US Dollars 15 Million / Euro 12 Million	must meet requirement of US Dollars 15 Million / Euro 12 Million	must meet minimum requirement of US Dollars 3 Million / Euro 2.5 Million	not applicable	Form FIN – 1 & Form FIN - 3

Section 4 - Bidding Forms

Table of Forms

Letter of Technical Bid.....	4-2
Bid Submission Formt	4-4
Price Schedule for Goods to Be Offered from Outside and Within the Purchaser's Country	4-6
Bid Security.....	4-7
Manufacturer's Authorization	4-8
Non-collusion Affidavit.....	4-9
Bidder's Qualification.....	4-10
Form ELI – 1: Bidder's Information Sheet	4-11
Form ELI - 2: Joint Venture Information Sheet.....	4-12
Form LIT - 1: Pending Litigation and Arbitration	4-13
Form EXP - 1: Contractual Experience	4-14
Form EXP - 2: Technical Experience	4-15
Form EXP - 3: Production Capacity	4-16
Form FIN - 1: Historical Financial Performance	4-17
Form FIN - 2: Size of Operation (Average Annual Turnover).....	4-18
Form FIN - 3: Cash Flow Capacity	4-19

Letter of Technical Bid

Date:

Invitation for Bid (IFB) No.:

To: **The Chairperson,
High Level Procurement Committee,
Ministry of Digital Economy,
Level 11, Unit No: 1101, One Galle Face Tower,
No.1 A, Centre Road, Galle Face,
Sri Lanka.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card
- (c) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (d) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e).
- (e) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible, under the Purchaser's country laws.
- (f) We are not a government-owned enterprise / We are a government-owned enterprise but meet the requirements of ITB 4.5 ¹
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

-
- (j) We agree to permit Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Purchaser.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

For inspection only

Bid Submission Form

Date:

Invitation for Bid (IFB) No.:

To: **The Chairperson,
High Level Procurement Committee,
Ministry of Digital Economy,
Level 11, Unit No: 1101, One Galle Face Tower,
No.1 A, Centre Road, Galle Face,
Sri Lanka.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

Procurement of Fifteen Million Preprinted Polycarbonate Cards for the Issuance of National Identity Card

- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

.....
.....

- (d) The discounts offered and the methodology for their application are as follows:

.....
.....

- (e) Our Bid shall be valid till, for period ofdays from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **Ten (10)** percent of the Contract Price for the due performance of the Contract.

- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible, under the Purchaser's country laws.

- (h) We are not a government-owned enterprise / We are a government-owned enterprise but meet the requirements of ITB 4.5 ¹

-
- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) We agree to permit Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Purchaser.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

For inspection only

Price Schedule for Goods

to be offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number:

1	2	3	4	5	6	7	8
Item	Description	Quantity and Unit of Measurement	Unit Price (US\$/ Euro (€))	Total Price (US\$/ Euro (€)) – (3 x 4)	Total Price in SLR – (5 x Exchange rate*)	Value Added Tax (LKR)	Final Price (6+7) (LKR)
1	Preprinted Polycarbonate Cards for the Issuance of National Identity Card	15,000,0000					

* The date for the selling exchange rate shall be 28 days prior to the deadline for submission of the bids.

All Local Expenses including Clearance Charges, All Import Taxes and Charges, Transportation and related Chargers, Handling Chargers and fees, Local insurance, Local Agent Commission/Local Profit, All Local Taxes excluding VAT and other expenses up to delivery point as mentioned in the Delivery Schedule should be mentioned.

Total Bid value excluding VAT: In Words, SLRs

.....

VAT Reg. No.: Total Amount Claimed for VAT in Words, SLRs.....

Total Bid value including VAT in Words, SLRs

I do here by agree to supply the above items at the rate quoted in the price schedule and according to GCC, SCC and specifications of the Bidding document which I have read and understood and agreed. I further agreed to keep the Bid valid till 2025.

Date this Day of 2025.

Duly authorized Signature of the Bidder in the capacity of (Affix common seal of the Bidder)

Bid Security Bank Guarantee

[insert bank's name, and address of issuing branch or office]¹

Beneficiary: Secretary or his legal successor, Ministry of Digital Economy
Level 11, Unit No: 1101, One Galle Face Tower,
No.1 A, Centre Road, Galle Face,
Sri Lanka.

Date:

Bid Guarantee No.: [insert number]

We have been informed that [insert name of the bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date (as day, month, and year)] (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation for Bids No. [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in words][insert amount in figures] 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 Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement 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) 28 days after the expiration of the Bidder's bid.

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

. Authorized signature(s) and bank's seal (where appropriate)

-- Note --

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Manufacturer's Authorization

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

Invitation for Bid No.:

To: Chairperson, High Level Procurement Committee,
Ministry of Digital Economy,
Level 11, Unit No: 1101, One Galle Face Tower,
No.1 A, Centre Road, Galle Face,
Colombo 02.
Sri Lanka.

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

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

-- Note --

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

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Non-collusion Affidavit

(Relevant Reference to the Procurement Guidelines - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

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

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

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

.....
Signature of the Declarant

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

.....
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

For inspection only

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: ☐ 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 ☐ 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 ☐ 3. In case of a Joint Venture, a letter of intent / MOU to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 ☐ 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: ☐ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 ☐ 2. Authorization to represent the firm named above, in accordance with ITB 22.2 ☐ 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
Choose one of the following:			
☐ No pending litigation and arbitration.			
☐ Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in \$ or Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	☐ Manufacturer ☐ Supplier ☐ Subcontractor	
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 2: Technical Experience (Not Applicable)

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)	

- Note -

This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)	
Project 1 (include location):	
Project 2 (include location):	
Project 3 (include location):	

- Note -

This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Single entity/ Joint Venture Partner: _____

	Financial Data for Previous 03 Years (US \$ / Euro (€))		
	Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Inventories (IV)			
Current Liabilities (CL)			
Net liquid assets/ Working Capital = CA – IV - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
-----------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to **US \$ / Euro (€)** at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Single entity / Joint Venture Partner: _____

Annual Turnover Data for the Last 03 Years			
Year	Amount Currency	Exchange Rate	US \$ / Euro (€)
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (US \$ / Euro (€))
1		
2		
3		
4		
5		

- Note -

This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

¹ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Section 5 - Eligible Countries

- Not applicable -

For inspection only

Section 6 - Schedule of Supply

Contents

1. Delivery and Completion Schedule	6-2
2. Technical Specifications	6-3

For inspection only

1. Delivery and Completion Schedule

Line Item No.	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Frequency	Delivery Date	
						Expected Delivery Dates	Bidder's offered Delivery date
01	Pre Printed Polycarbonate Cards	15,000,000 (excluding 250 cards for pre-production testing)	Nos.	Department for Registration of Persons, 13th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla, Sri Lanka	Order for the initial lot of 5,000,000 cards will be placed within first 18 months	1st Batch – 01 million cards: 120 days after signing agreement and handing over the artwork by the Purchaser	
						2nd batch – 02 million cards: within 120 days from the date of order by the Purchaser	
						3rd batch – 02 million cards: within 120 days from the date of order by the Purchaser	
					Order for the balance lot of 10,000,000 cards will be placed within next 18 months	4th batch – 02 million cards: within 120 days from the date of order by the Purchaser	
						5th batch – 02 million cards: within 120 days from the date of order by the Purchaser	
						6th batch – 02 million cards: within 120 days from the date of order by the Purchaser	
						7th batch – 02 million cards: within 120 days from the date of order by the Purchaser	
						8th batch – 02 million cards: within 120 days from the date of order by the Purchaser	

Name _____

In the capacity of _____

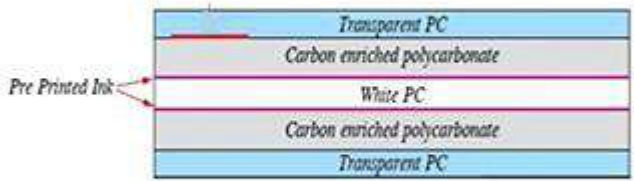
Signed _____

Duly authorized to sign the Bid for and on behalf of _____

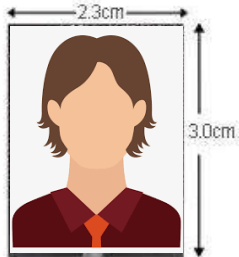
Date _____

2. TECHNICAL, FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

To be completed by the bidder and submitted with the bidding documents. Please use additional pages as annexes (with correct references) if the given space is not sufficient. All items are mandatory.

Purchaser's Requirements		Yes/ No	Bidder's Response (Should be in detail referring to documentary evidences)
1. Make	(Specify by Bidder)		
2. Country of Origin of Card Supplier	(Specify by Bidder)		
3. Country of Card Manufacturing Location	(Specify by Bidder)		
4. ID Card physical properties	Physical properties of the card i.e. material, construction, resistance etc. to be complied with latest edition of ISO standards (ISO 7810) - 100% polycarbonate.		
5. Physical dimensions	Card size shall comply with Type ID-1 as defined in ISO/IEC 7810 (i.e. 85.60 mm x 53.98 mm and thickness of 0.76 mm). In the case, if there is a deviation of the millimeters specified in this paragraph, those specifications may also be considered subject to the fitness for the purpose of the card and detailed structure of the card should be submitted with the bid. No. of layers should not be less than the drawing, but may be higher. Thickness of each layer must be given by the supplier, and mentioning the thickness is mandatory. Card size shall comply with Type ID-1 as defined in ISO/IEC 7810.		
	 Note: 1). Number of layers should not be less than the drawing, but may be higher. Thickness of each layer must be given by the supplier, and mentioning the thickness is mandatory.		

6. Card service life	The ID card shall comply with ISO/IEC 24789 standards with D3 durability profile with respect to the card service life (refer item no 15).		
7. Card material	Card material shall be 100% Polycarbonate. The card structure and construction must include a protective over-laminate on both sides as the outer most layers, exterior to the pre-printed background. No pre-printing or personalization should appear on the over-laminate. All layers of the card must be fused to form a uniform card body capable of withstanding the applicable durability tests.		
8. Mechanical strength and durability	The pre-fabricated card (completed with card base, pre-printing, security features and protective over laminate) must pass the test procedures defined in ISO/IEC 10373 with respect to mechanical strength and durability.		
9. Personalization compatibility	The pre-fabricated card shall be compatible with standard non-invasive, non-contact inner-layer personalization (laser engraving) with 600 – 1200 dpi or better and personalized security features (e.g. laser perforation, changing images, etc.) systems on both surfaces (i.e. front and back). Personalization will include holders photograph (monochrome, Photo should be engraved on top of security design), text (Unicode format in three official languages of Sri Lanka), a QR code and personalized security features. Art work and card design will be provided to selected bidder.		
10. Pre-printed information	The card must be pre-printed (on both sides) based on the art-work and related information that will be given by the DRP after the contract award and signing of a Non-Disclosure Agreement. In general, the pre-printing will include the following types of information. 1. Colored card background on both sides according to the artwork given 2. Field headers (static data) in black 3. Card-stock serial number consisting of a batch number (5-digit alpha-numerical) and a 3-digit running serial number and a validation digit computed according to the algorithm given by Purchaser. All pre-printed information must be made in an inner layer (i.e. inner to the protective over-laminate) of the card structure (applicable for both front and back sides)		
11. Pre-printed languages	Pre-printed (static) data may include Sinhala, Tamil and English characters in uni-code compatible fonts.		
12. Static security features	Bidders should provide following static security features on the Duplex pre-printed card. Security features may appear on both front and back side of the card (only one instance of each security device) at locations determined by the background artwork. All items in the specifications are mandatory unless otherwise specifically mentioned. Card surface should be glossy.		

	1. Guilloche Lines Print, - both side of the card		
	2). Photograph is engraved on the background design. (not on white background) 		
	3. UV Reactive Visible Ink Print - appear only once on either front or back as per the design of Purchaser		
	4. Infra-Red Florescent Print - appear only once on either front or back as per the design of Purchaser		
	5. Deliberate error & Serial numbering		
	Bidder must provide details. If this requested features not clearly mentioned with the bid, offer treated as a non-responsive bid		
13. Anti-forgery technologies for Photo and data substitutions	Security features which provide against alteration of data and images including Photograph. The bidders must provide a detailed description of how the security features requested to be deployed on the card (card body structure and pre-printing) to address each of the following types of threats. I. Counterfeiting and forged ID cards including “look-alikes” at Level 1 verification II. Counterfeiting from cannibalized cards III. Alteration and tampering IV. Photograph, data substitution V. Scanning and copying Bidders should provide how the all static security features requested by the Purchaser on the Duplex pre-printed card address each of the types of threats.		
14. Self-destructive structure	The ID card structure and composition must be self-destructive on any attempt to tamper or alteration of the card material and information contained.		

15. Designed Service life	The card must have designed service life for more than ten (10) years under the typical environment and usage patterns in Sri Lanka.		
16. Card Delivery	Pre-printed cards must be delivered within Delivery Period to Purchaser in securely sealed blocks (batches) of 250 cards. Each block should contain a batch control sheet (certified by the card manufacturer) containing the serial numbers, production batch and production date in text and machine readable formats.		
17. Testing and Certification	All Cards must be technically, mechanically and physically similar without any differences such as alignment, thickness, etc. and entire supply of Cards will be rejected if any defects or discrepancies detected. If any defects or discrepancies detected after cards have been delivered and are in use, supplier shall be responsible and a penalty will be imposed as specified in the Contract Data of the Bid Document. Purchaser shall print the cards using existing personalization system (IXLA ID 5) after cards are received to the Purchaser. If in case, cards do not meet the expected results, Purchaser shall reject the cards. The card to be supplied for this Bid must be 100% compatible with the following laser engraving requirements of the Personalization System, such as; - Personalization devices that are compatible with ISO/IEC 7810 complaint ID cards. - Personalization compatibility - Personalization system must be compatible with standard non-invasive, non-contact inner-layer personalization (laser engraving) with 600 dpi or better and personalized security features systems on both surfaces (i.e. front and back). - Duplexing capability - Personalization devices must support automatic duplex personalization (i.e. personalization on both sides of the card) - Laser source - The personalization device must be equipped with a air-cooled solid-state laser source (Diode Pumped Solid State Laser or compatible) suitable for personalization of ID cards on specified materials - Laser power and safety - Laser power must be 10W or higher. Appliance must be certified for Class I or better in terms safety - Card Material Types - Must be compatible with 100% Polycarbonate ID card materials. The device must be compatible with the structural and security features of ID cards - Personalization types - The device must be capable of sub-surface and - Personalization area - Should not be less than 0.2 inches from all card edges Bidder shall submit, with the Bidding Document, 50 Nos. of non-personalized printable and testable Pre-printed sample cards (shall not be blank cards) with relevant Test Report from ISO/IEC 17025 certified independent laboratory (not		

	related to Principal or Lead Bidder), in order to emphasize that the Principal is capable of supplying 100% polycarbonate Pre-printed ID Cards compatible with the requested security and other features and ISO compatibilities with respect to this procurement. If the sample cards cannot be personalized within above mentioned ranges in the existing personalization environment of Purchaser, the Bid is treated as non-responsive and shall be rejected. (These are samples from either previous projects or samples made by manufacturer to demonstrate capabilities and experience. Need not be specifically designed for this tender. Bidder can submit multiple types of sample cards to demonstrate all security feature requested.		
18. Factory Acceptance and Testing	After signing the Contract Agreement and Non-Disclosure Agreement, contracted Bidder shall supply 250 nos. of 100% polycarbonate Pre-printed Cards, with proposed security features and ISO compatibilities, as per the artwork given by Purchaser and these samples will be tested (pre-testing) from an ISO/IEC 17025 certified independent laboratory, nominated and selected by the Purchaser, to confirm compliance of the proposed cards with technical specifications, prior to the commencement of production. Cost incurred for all Laboratory Tests will be borne by the Purchaser (not by the Bidder). Before delivery, three (03) technical representatives of the purchaser shall visit the factory and inspect card stock management, production process and destruction of the default cards before packing <u>of first batch (one factory visit)</u>. Cost incurred must be borne by the supplier. Randomly selected 250 Nos. samples from the supplied pre-printed cards to the purchaser of each batch will be tested again, from an ISO/IEC 17025 certified independent laboratory nominated and selected by the Purchaser and compared with test results of pre-tested cards for compliance. If not complied with the requirements of Purchaser, entire lot shall be rejected and proceed as per the contract agreement. Cost incurred for all Laboratory Tests will be borne by the Purchaser (not by the Bidder).		
General and Non-Functional Requirements			
01. Delivery and re-order lead time	Bidder must provide details on the minimum lead time required for re-ordering of ID cards according to the same specifications (if required).		

DRP Requirement for the Card Data (Personalization Information):

01. Card Data (Personalization Information)	A high level committee has been formulated to recommend the personalization information and layout design. Based on the committee's recommendations, the Purchaser will finalize the exact personalization information and card layout design. Therefore the following table is tentative:
02. Front-side (Personalization information)	Government Logo Holders Photograph Proposed security features <u>Following details and titles should be printed in Sinhala, Tamil and English Languages.</u> Name of the Country Name of the Card (i.e. National Identity Card) Holders Name Date of Birth Gender Holders Signature
03. Back-side (Personalization information)	Card Serial Number (<u>in visual</u>) Proposed Security features QR Code <u>Following details and titles should be printed in Sinhala, Tamil and English Languages.</u> Holder's Address Place of Birth Date of Issuance Name, Designation and Signature of Issuing Officer

Name of the Bidder**Signature****Company Seal**

Note: Bidder's response must be detail and must refer to the documentary evidence and supportive proof of technical details. The proposals submitted without the dully filled compliance sheet will not be considered for evaluation and rejected as non-responsive

Section 7 - General Conditions of Contract

Table of Contents

1.	Definitions	7-2
2.	Contract Documents	7-3
3.	Fraud and Corruption	7-3
4.	Interpretation	7-4
5.	Language	7-5
6.	Joint Venture	7-5
7.	Eligibility	7-5
8.	Notices	7-6
9.	Governing Law	7-6
10.	Settlement of Disputes	7-6
11.	Scope of Supply	7-6
12.	Delivery	7-6
13.	Supplier's Responsibilities	7-6
14.	Purchaser's Responsibilities	7-6
15.	Contract Price	7-7
16.	Terms of Payment	7-7
17.	Taxes and Duties	7-7
18.	Performance Security	7-7
19.	Copyright	7-8
20.	Confidential Information	7-8
21.	Subcontracting	7-9
22.	Specifications and Standards	7-9
23.	Packing and Documents	7-9
24.	Insurance	7-10
25.	Transportation	7-10
26.	Inspections and Tests	7-10
27.	Liquidated Damages	7-11
28.	Warranty	7-11
29.	Patent Indemnity	7-12
30.	Limitation of Liability	7-13
31.	Change in Laws and Regulations	7-13
32.	Force Majeure	7-13
33.	Change Orders and Contract Amendments	7-14
34.	Extensions of Time	7-14
35.	Termination	7-14
36.	Assignment	7-15

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the 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) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

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

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means 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) "coercive practice" means 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;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB

sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

- 3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted,

incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by

the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the

Purchaser.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- 20.3 The obligation of a party under GCC Subclasses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or

any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as

shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- | | |
|----------------------------------|---|
| 24. Insurance | 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC. |
| 25. Transportation | 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply). |
| 26. Inspections and Tests | <p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> |

- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design,

data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

- (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Democratic Socialist Republic of Sri Lanka
GCC 1.1(k)	The Purchaser is: Ministry of Digital Economy represented by Department for Registration of Persons
GCC 1.1 (q)	The Site is: Department for Registration of Persons, 13 th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. Sri Lanka.
GCC 4.2 (b)	Not applicable
GCC 5.1	The language shall be: English Language
GCC 8.1	For notices , the Purchaser's address shall be: Attention : Department for Registration of Persons, 13th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. Sri Lanka Telephone : +94115226172 Fax : +94112177937 E-mail : drpprocurement@gmail.com
GCC 9.1	The governing law shall be: Democratic Socialist Republic of Sri Lanka
GCC 10.2	The formal mechanism for the resolution of disputes shall be: In the case of a dispute between the Purchaser and the Supplier, dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country, Democratic Socialist Republic of Sri Lanka .
GCC 11.1	The Scope of Supply shall be defined in Section VI, Schedule of Supply, at the time of awarding the Contract; the Purchaser will specify any change in the scope of supply with respect to section IV, schedule of supply included in the bidding document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount. (b) Delivery note (c) Manufacturer's or Supplier's warranty certificate if any

	(d) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report. (e) Certificate of origin if any The Purchaser shall receive the above documents by the arrival of the Goods and, if not received, the purchaser will not be responsible for any consequences.
GCC 15.2	The price adjustment shall be: <i>Not applicable</i>
GCC 16.1	The method and conditions of payment to be made to the supplier under this Contract shall be as follows; Selected Supplier shall supply 250 Nos. Pre-printed Cards (within 45 - 60 days), with all security features as per the artwork given, from signing the contract agreement and non-disclosure agreement, for further verifications (Pre-testing) from an independent laboratory nominated and selected by the Purchaser to confirm their compliance to technical specifications. The 250 Cards used for the pre-test should not be included in the 15,000,000 Cards. (as per the terms and conditions in contract agreement) From the card stock delivered as per the delivery schedule, randomly selected 250 Nos. of cards will be tested again from an independent laboratory nominated and selected by Purchaser, and compared with the pre-tested cards. These 250 cards shall be included in 15,000,000. (as per the terms and conditions in contract agreement) Upon delivery and sample test results accepted by the Purchaser, total contract price of the delivered quantity will be paid to the Supplier. Price revisions are not entertained and no penalty shall be paid to the bidder by the purchaser for payment delays under any circumstances.
GCC 16.4	The currency rate applied for the payments will be the Selling Rate of the USD/Euro declared by the Central Bank of Sri Lanka on date of Delivery.
GCC 18.1	Performance Security shall be required. - Supplier shall, within fourteen (14) days of the notification of contract award, provide performance security of Ten percent (10%) of the total Contract Price for the total performance/delivery period + another 60 days. Value of the Performance Security shall be reduced proportionately after delivery of each batch of cards.
GCC 18.3	The Performance Security shall be in the following form: <i>Unconditional Performance Guarantee as per the format given in Section IX, Contract forms.</i>
GCC 18.4	Performance security shall cover the Supplier's warranty obligations in accordance with GCC Clause 28.3. Discharge of the Performance Security shall take place: 60 days after fulfilment of obligation under the Contract.
GCC 23.2	Not applicable
GCC 24.1	Not applicable

GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: The Supplier is required to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 26.2	The inspections and tests shall be conducted in the evaluation process on the discretion of the Purchaser.
GCC 27.1	The liquidated damages shall be 1% per week or part thereof
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the Total Contract Price.
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 28 Days of being notified by the Purchaser.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of Contract Value.

Section 9 - Contract Forms

Table of Forms

Notification of Award	9-2
Contract Agreement	9-3
Performance Security	9-4

Notification of Award

---- on letterhead of the purchaser ----

Letter of Acceptance

..... date.

To: name and address of the supplier

Contract Name : Procurement of Fifteen Million Preprinted Polycarbonate Cards for the
Issuance of National Identity Card

Contract No :

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 Bid Data Sheet for the Accepted Contract Amount of the equivalent of amount in words and figures and name of currency, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on theday of, between of **Ministry of Digital Economy, represented by Department for Registration of Persons of Level 11, Unit No: 1101, One Galle Face Tower, No.1 A, Centre Road, Galle Face, Colombo 02, Sri Lanka.** (hereinafter "the Purchaser"), of the one part, andof (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz.,and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Supply; and
 - (g) any other documents shall be added here.¹

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [indicated name of country] on the day, month, and year indicated above.

Signed by [insert authorized signature for the purchaser] (for the Purchaser)

Signed by [insert authorized signature for the supplier] (for the Supplier)

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Performance Security

Bank's name, and address of issuing branch or office

Beneficiary: Commissioner General,
Department for Registration of Persons,
13th Floor, "Suhurupaya", Sri Subhuthipura Road,
Battaramulla..

Date:Insert date (as day, month, and year)

Performance Guarantee No.:

We have been informed that name of the supplier. (hereinafter called "the Supplier") has entered into Contract No. reference number of the contract. dated with you, for the execution of name of contract and brief description of goods and related services. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we name of the bank. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of name of the currency and amount in words. (. amount in figures.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of , and any demand for payment under it must be received by us at this office on or before that date.

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.