



**Ministry of Public Security  
Department for Registration of Persons**

**Bidding Document  
BID NO: PS/03/PB/PR/05/14/23**

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

**National Competitive Bidding Procedure**

**Ministry of Public Security  
14<sup>th</sup> Floor,  
“Suhurupaya”,  
Subhuthipura Road,  
Battaramulla.**

**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: PS/03/PB/PR/05/14/23
03. Serial No of Bid Document: .....
- a. Issued to: .....
- b. Address: .....
- c. Telephone No: ..... Fax No: .....
- d. Email Address: .....
04. Bid Document Charges: LKR 47,000.00
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: Finance Division, Ministry of Public Security, 14<sup>th</sup> Floor, "Suhurupaya",  
Sri Subhuthipura Road, Battaramulla, Sri Lanka

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**Democratic Socialist Republic of Sri Lanka**  
**Ministry of Public Security**  
**Department for Registration of Persons**

**INVITATION FOR BIDS (IFB)**

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

**IFB No: PS/03/PB/PR/05/14/23**

01. The Chairman, Ministry Procurement Committee, Ministry of Public Security, 14<sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka now invites sealed bids from eligible and qualified bidders for the Procurement of one million (1,000,000) Pre Printed Polycarbonate Cards for the issuance of National Identity Card.
02. Bidding will be conducted through National Competitive Bidding (NCB).
03. The interested and eligible bidders may obtain further information from the Chief Accountant, Ministry of Public Security through 011-2887697 (ca@pubsec.gov.lk) during working days, from 0900 hrs. to 1500hrs. and Bidding Documents can be inspected free of charge at the Finance Division, Ministry of Public Security, 14<sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka from 27.04.2023 to 29 .05.2023 between 0900 hrs. to 1500 hrs. and also through our official website (www.pubsec.gov.lk).
04. 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 Chief Accountant, Ministry of Public Security, 14<sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka, during working days between 0900 hrs. to 1500 hrs. from 27.04.2023 to 29.05.2023 upon the payment of a non-refundable fee of Fourty Seven Thousand Rupees (LKR 47,000.00). The method of payment will be cash.
05. Pre Bid Meeting will be held on 12.05.2023 at 1400 hrs. at the Auditorium, Ministry of Public Security, 14<sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka.
06. Bid shall be valid up to 29.08.2023. All bids shall be accompanied by a Bid Security of Five Million One Hundred Fourty Five Thousand Rupees (LKR 5,145,000.00) valid till 26.09.2023 and issued by a licensed commercial bank operating in Sri Lanka. Bids must be delivered to the address Finance Division, Ministry of Public Security, 14<sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka, on or before 30.05.2023 at 1400 hrs. Late bids will be rejected. Bids will be opened immediately after the closing time in the presence of the bidder’s representatives who choose to attend in person at the same address.

**Chairman,**  
Ministry Procurement Committee,  
Ministry of Public Security,  
14<sup>th</sup> Floor, “Suhurupaya”, Subhuthipura Road,  
Battaramulla.

## Section I

### Instructions to Bidders (ITB)

*ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.*

#### General

- |                                 |   |
|---------------------------------|---|
| 1. Scope of Bid                 | <p>1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS . The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <p style="margin-left: 20px;">(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;</p> <p style="margin-left: 20px;">(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p style="margin-left: 20px;">(c) “day” means calendar day.</p>   |
| 2. Source of Funds              | <p>2.1 Payments under this contract will be financed by the source specified in the BDS .</p>   |
| 3. Ethics, Fraud and Corruption | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"> <li>▪ Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>▪ Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li> </ul> <p>3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <p style="margin-left: 20px;">(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public</p> |

official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders
- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
  - 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
    - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
    - (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
  - 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).
  - 4.4 Foreign Bidder may submit a bid only if so stated in the in

the BDS.

5. Eligible Goods and Related Services 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

### **Contents of Bidding Documents**

6. Sections of Bidding Documents 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

#### **Volume 1**

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

#### **Volume 2**

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
7. Clarification of Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 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 bids, pursuant to ITB Sub-Clause 23.2
- 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 not 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 (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the Bid
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in



accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

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| 12. Bid Submission Form and Price Schedules | 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, 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.   |
| 13. Alternative Bids                        | 13.1 Alternative bids shall not be considered.   |
| 14. Bid Prices and Discounts                | <p>14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.</p> <p>14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.</p> <p>14.3 If so indicated in ITB Sub-Clause 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 reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..</p> <p>14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) on components and raw material used in the manufacture or assembly of goods quoted; or</li> <li>(b) on the previously imported goods of foreign origin</li> </ul> <p>(ii) However, VAT shall not be included in the price but shall be indicated separately;</p> |

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items 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.

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|---|--|
| 15. Currencies of Bid   | 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.   |
| 16. Documents Establishing the Eligibility of the Bidder                    | 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.  |
| 17. Documents Establishing the Conformity of the Goods and Related Services | <p>17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <p>17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.</p> |

18. Documents Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) 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 IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) that, if required in the BDS , in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka 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; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids
- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, 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 Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
20. Bid Security
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with the form included

in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy 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.

21.3 Any interlineations, erasures, or overwriting shall be valid

only if they are signed or initialed by the person signing the Bid.

### **Submission and Opening of Bids**

22. Submission, Sealing and Marking of Bids
- 22.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 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 Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.
- 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.
23. Deadline for Submission of Bids
- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 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.
24. Late Bids
- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, and Modification of Bids
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1..

25.3 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 Form or any extension thereof.

## 26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. 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. Envelopes marked "MODIFICATION" shall be opened and read out 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 at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 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, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-

## Clause 24.1.

- 26.4 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, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

### **Evaluation and Comparison of Bids**

27. Confidentiality
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
28. Clarification of Bids
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. 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 Clause 30.
29. Responsiveness of Bids
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non conformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 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. Such omission 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.

30.3 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 line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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; and
- (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.

- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
31. Preliminary Examination of Bids
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
32. Examination of Terms and Conditions; Technical Evaluation
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
33. Conversion to Single Currency
- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35. Evaluation of Bids 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
  - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
36. Comparison of Bids 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance

with ITB Clause 35.

- |  |   |
|--|---|
| 37. Postqualification of the Bidder                                    | <p>37.1 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.</p> <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.</p> <p>37.3 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.</p> |
| 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | <p>38.1 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 Bidders.</p>   |

### **Award of Contract**

- |   |   |
|---|---|
| 39. Award Criteria  | <p>39.1 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>  |
| 40. Purchaser's Right to Vary Quantities at Time of Award | <p>40.1 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 V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p>   |
| 41. Notification of Award                                 | <p>41.1 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.</p> <p>41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.</p> |

42. Signing of Contract
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the 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.

**Chairman,**  
Ministry Procurement Committee,  
Ministry of Public Security,  
14<sup>th</sup> Floor, "Suhurupaya", Subhuthipura Road,  
Battaramulla.

## Section II

### Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference		<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser	Commissioner General, Department for Registration of Persons, 13 <sup>th</sup> Floor, Suhurupaya, Battaramulla.
<b>ITB 1.1</b>	Identification number of contract  Lots comprising this procurement are	PS/03/PB/PR/05/14/23  No Lots
<b>ITB 2.1</b>	The source funding	Government of Sri Lanka (GOSL)
<b>ITB 4.4</b>	Foreign Bidders	Foreign Bidders are allowed to participate through a local agent. (Joint Venture or Consortium)
		<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	Attention  Address   Telephone Facsimile number Electronic mail address	For <b><u>Clarification of bid purposes</u></b> only, Chief Accountant, Finance Division Ministry of Public Security, 14 <sup>th</sup> Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla.  0112887697 0112887784 ca@pubsec.gov.lk
		<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	The Bidder shall submit the following additional documents	(a) "Bidder", if single bidder, shall be a Company registered in Sri Lanka for a period of more than five (05) years.  A foreign firm shall submit a Bid only as a partner in a Joint Venture or Consortium (hereinafter referred to as "JV"), in which case the "Bidder" shall be the "JV" as a whole and the foreign firm shall be the Principal Manufacturer (hereinafter referred to as "Principal"), but the Bid shall be signed by the local partner (hereinafter referred to as "Lead Bidder") having a business registration in Sri Lanka for more than five (05) years. The Bidder shall provide copies of original documents defining the constitution or legal status, place of registration and principal place of business. All foreign partners need to be companies duly incorporated under laws of respective countries for more than five (05) years.  Bid submitted through a JV of two or more firms as partners shall comply with the following:

		<p>(i) Bid shall be submitted so as to be legally binding on all partners;</p> <p>(ii) One of the local partners shall be nominated as the Lead Bidder. Authorization shall be given to the person, who signs the Bid Submission Form and other documents, in terms of a legally acceptable Resolution made by the Board of Directors for this tender supported by a registered Power-of-Attorney (POA), irrespective of whether a single local Bidder or Lead Bidder of a JV. If not submitted, Bid is treated as non-responsive and shall be rejected;</p> <p>(iii) A legally acceptable Board Resolution and registered POA shall also be submitted for the authorization of signature of person, who signs the documents relevant to foreign Principal, with respect to this Bid. If not submitted, Bid is treated as non-responsive and shall be rejected;</p> <p>(iv) Bid Document shall contain a duly signed draft JV agreement stating terms and conditions, roles of each partner, etc., agreeable to all parties, along with a legally acceptable MOU or Teaming Agreement or Letter of Intention (LOI), specifying intention to form a JV if Bid is awarded to them. 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 this 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);</p> <p>(v) A Local firm 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.</p> <p>(vi) A firm which is a Bidder, whether as a single Bidder or as a partner in a JV, cannot be a Sub Contractor in any other bid for this procurement, except for the supply of commercially available products manufactured or produced by the firm, as well as purely incidental services. Non-compliance may result in the rejection of all Bids, in which the firm (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 JV, a firm shall be proposed as a subcontractor in any number of bids;</p> <p>(vii) Partner or combination of partners that is responsible for a specific component(s) of the final</p>
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		<p>product, shall meet the relevant qualification criteria for that particular component;</p> <p>(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;</p> <p>(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 Foreign Firms related to legal nature, if any, such as foreign POAs should be notarized and endorsed/certified by Sri Lankan Embassy of the particular country. If a POA is registered in Sri Lanka, Embassy endorsement is not necessary.</p> <p>(b) Bidder (if a single bidder) or all members (in case of “JV”) bidding for this tender, shall be ISO 9001:2015 (Quality Management Systems) certified. 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)</p> <p>(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.</p> <p>(d) Bidder (if a single bidder) or the Principal (in case of “JV”), bidding for this tender, shall have more than five (05) years of experience in manufacturing ISO/IEC 7810, ISO/IEC 10373 and ISO/IEC 24789 compatible secured Identity Documents (ID Cards, Driving Licenses, e-Passports, Government Health Cards, etc.) with polycarbonate base and security features. Samples, Test Reports, Customer References or any other relevant documentary evidences highlighting date of supply, customer, quality and quantity supplied and value of contract shall be submitted with the Bidding Document as proof of existence in relevant manufacturing field. If not submitted, Bid is treated as non-responsive and shall be rejected.</p> <p>(e) The Bidder (if a single bidder) or the Principal (in case of “JV”), bidding for this tender, shall have manufactured and supplied not less than total of one</p>
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		<p>(01) 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) from three (03) projects within last five (05) years (2018 – 2022) from the production site / factory / plant declared for manufacturing pre-printed cards for this procurement.</p> <p>Customer References, endorsing 100% Poly-carbonate as well as security features and ISO compatibilities, for said three projects shall be submitted with contact details of relevant customers. If Customer References are not acceptable or not submitted, Bid is treated as non-responsive and shall be rejected.</p> <p>Sample ID cards and relevant Test Reports from ISO/IEC 17025 certified independent laboratory (not related to Principal or Lead Bidder) may also be submitted as additional proof of quantity and quality of cards supplied with respect to said three (03) projects.</p> <p>All previous supplies of Pre-printed Cards to the Purchaser, if any, shall be properly declared with complete details of such supplies separately (Quantity supplied, Date Supplied, Principal Manufacturer, DOVID Manufacturer if any, Customer References, endorsing 100% Polycarbonate as well as security features and ISO compatibilities) and all related references shall be considered for evaluation of past performance of Lead Bidder, Manufacturer(s), and Sub-contractors. If not acceptable or not submitted, Bid is treated as non-responsive and shall be rejected.</p> <p>(f) Bidder (if single bidder) or Principal (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 specially DOVID) 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). Principal / Manufacturer(s) name(s) shall be same as the name(s) stated on the Intergraph certificate(s) with relevant scope.</p> <p>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 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)</p> <p>(g) For all components of the card (including security features especially DOVID) that are not manufactured /offered by the Bidder (if a single Bidder) or the Lead Bidder (in case of “JV”) himself, Manufacturer’s</p>
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		<p>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.</p> <p>In all cases, MAL should be addressed to Commissioner General – DRP through Bidder, specifically issued to this procurement by mentioning the Bid Number. Name of “Bidder” if bidding as a single Bidder OR in case of JV, since “Bidder” is the JV, name of JV should appear at the appropriate place in MAL, in order to get “Bidder” of the bid to be legally bound. Hologram Manufacturers should also provide MAL for this procurement addressed to Commissioner General – DRP through Bidder as mentioned above.</p> <p>(h) The Bidder or all partners in case of “JV”, bidding for this procurement, shall have an average annual turnover of at least LKR 500 Million or above, with minimum of LKR 100 Million for each partner in case of JV, for a period of last five (05) years (2018 – 2022). Documentary evidence shall be submitted for each partner with the Bid.</p> <p>(i) The Bidder or all partners in case of “JV”, bidding for this procurement, shall possess a minimum of LKR 250 Million net liquid assets (Current Assets – Inventory – Current Liabilities) or credit facilities for this procurement, with minimum of LKR 100 Million for each partner in case of JV. Authentic Documentary evidence shall be submitted for each member with the Bid.</p> <p>(j) The Bidder or all partners in case of “JV”, bidding for this tender shall submit the certified copies of Audited Financial Statements with auditor’s view (Statement of Financial perform &amp; Financial Position) of the company for the last five (05) years (2018 – 2022).</p> <p>(k) Information regarding any litigation, current or during last ten (10) years (2013 – 2022), in which the Bidder or the Lead Bidder in case of “JV” is involved, the parties concerned, and disputed amount, shall be submitted. A declaration shall be submitted with the Bid in this regard. If not submitted, Bid is treated as non-responsive and shall be rejected.</p> <p>(l) The Bidder or the Lead Bidder in case of “JV”, or its subsidiaries or affiliated companies should not be blacklisted by any government institution during the last ten (10) years (2013 – 2022). A declaration shall be submitted with the Bid in this regard. If not submitted, Bid is treated as non-responsive and shall be rejected.</p>
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<b>ITB 13.3</b>	The bidders may quote following minimum quantities	Procurement of One Million (1,000,000) Pre-Printed Polycarbonate Cards
<b>ITB 13.4</b>	Tax Exemptions	Not Applicable
<b>ITB 15.1</b>	Currencies of Bid	CIF Value of the Cards shall be quoted in US Dollars (US\$) and all local charges shall be in Sri Lankan Rupees (LKR). All payments shall be made in LKR.
<b>ITB 18.1 (b)</b>	After sales service	Not Applicable
<b>ITB 19.1</b>	Bid validity	Bid validity period shall be <b>91 days</b> from the deadline of Bid submission inclusive of the deadline date. (30.05.2023 – 29.08.2023)
<b>ITB 20.1</b>	Bid Security	The Bidder shall provide Bid Security 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. Bid security shall be issued in favor of; Commissioner General, Department for Registration of Persons, 13 <sup>th</sup> Floor, “Suhurupaya”, Subhuthipura Road, Battaramulla.
<b>ITB 20.2</b>	The amounts of the Bid Security The validity period of the bid security	Bid Security shall be <b>LKR 5,145,000/= (Rupees Five Million One Hundred Forty Five Thousand)</b> Bid Security shall remain valid <b>119 days</b> from the deadline of bid submission inclusive of the deadline date. (30.05.2023 –26.09.2023)
		<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2</b>	The purchaser address for the bid submission For identification of the bid the envelop should indicate	Chief Accountant, Ministry of Public Security, 14 <sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka. The following should be included on the envelope of the bid. 1. Procurement of Pre Printed Polycarbonate Cards for the issuance of National Identity Card 2. IFB No: PS/03/PB/PR/05/14/23 3. Bid opening date and time 30.05.2023 at 14.00 hrs. 4. Procurement Level - MPC
<b>ITB 23.1</b>	Deadline for submission of bid	14.00 hrs. on 30.05.2023
<b>ITB 26.1</b>	Bid Opening	The <b>bid opening</b> shall take place at: Auditorium, Ministry of Public Security, 14 <sup>th</sup> Floor, “Suhurupaya”, Sri Subhuthipura Road, Battaramulla, Sri Lanka The Bids will be opened immediately after the deadline for submission of bids.
		<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic Preferences	Not applicable
<b>ITB 35.4</b>	The following factors and methodology will be used for evaluation	Refer to Section III.

### **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

#### **Contents**

1. Evaluation Criteria (ITB 35.3 (d))
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post-qualification Requirements (ITB 37.2)

Inspection Only

## 1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

### (a) Delivery Schedule

The Goods specified in the List of Goods are required to be delivered within the acceptable time period (after the earliest and before the final date, both dates inclusive) specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, any adjustments as specified in BDS Sub-Clause 35.3(d) will be made, for evaluation purposes only, to the bid prices of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

### (b) Deviation in the Payment Schedule.

Bidders shall state their bid price on the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of quoted base price. Bidders are, however, permitted to submit an annexed payment schedule indicating details of quoted pricing, if needed.

### (c) Cost of major replacement components, mandatory spare parts, and service.

Not Applicable

### (d) Specific additional criteria

Not Applicable

## 2. Evaluation Criteria (ITB 35.4)

**50 Nos. of non-personalized printable and testable Pre-printed sample cards (non-blank cards)** submitted by the Bidder with the Bidding Document, 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, are tested for quality within existing personalization environment of the Purchaser. **If the sample cards cannot be personalized within above mentioned ranges, the Bid is treated as non-responsive and shall be rejected.**

## 3. Multiple Contracts (ITB 35.5)

Not Applicable

## 4. Post-qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause

37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

**(a) Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): A fresh set of documents shall be submitted to comply with the documentary evidence mentioned in the ITB 11.1 e requirements mentioned under the relevant sections in the BDS under the same ITB 11.1 e section reference and "i" sub-section to reconfirm the qualification as at 31<sup>st</sup> December 2022. (Documents to confirm the Liquidity position/Current Asset Position).

**(b) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): A fresh set of documents should be submitted to comply with the documentary evidence mentioned in the ITB 11.1 e requirements mentioned under the relevant sections in the BDS under the same ITB 11.1 e section reference and "f" sub-section to reconfirm the qualification as at 31<sup>st</sup> December 2022. (Documents to confirm the ISO 14298 – Government Level / Central Bank Level (Security Printing Process Management for IDs) certified (including production site(s) /factory (ies)/plant(s) declared for manufacturing pre-printed cards for this Bid).

**5. Domestic Preference (ITB 34.1)**

Not Applicable

**Section IV**

**Bidding Forms**

**Table of Forms**

Bids Submission Form .....	31-32
Price Schedule .....	33-34
Bid Security (Guarantee) .....	35
Manufacturer's Authorization .....	36

Inspection Only

**BID SUBMISSION FORM**

(The bidder shall fill in this form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions shall be accepted)

Date: .....2023

No:

To: **Chairman**  
**Ministry Procurement Committee,**  
**Ministry of Public Security,**  
**14th Floor, "Suhurupaya", Subhuthipura Road,**  
**Battaramulla.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No ..... (insert the number and issuing date of each Addenda);
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services.

Item	Quantity
Preprinted Polycarbonate Cards for the Issuance of National Identity Card	1,000,000 Cards

- (c) The total Price of our Bid without Value Added Tax, including any discounts offered is (state in words & figures)

Sri Lankan Rupees .....

.....

.....

- (a) The total Price of our Bid including Value Added Tax, and any discounts offered is (state in words & figures)

.....

.....

.....

- (b) Our Bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and

it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (c) If our Bid is accepted, we commit to obtain a performance security in accordance with ITB clause 42 and GCC Clause 17 for the due performance of the Contract;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (i) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the Contract-has not been declared blacklisted by the Government of Sri Lanka.
- (j) 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.
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed : .....

[insert signature of person whose name and capacity are shown]

In the capacity of.....

[insert legal capacity of person signing the Bid Submission Form]

Name: .....

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of :.....

[insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



## PRICE SCHEDULE

### Price Schedule 1: Import Price

1	2	3	4	5	6
Line Item No.	Description of Goods	Quantity (No, of Cards)	CIF Price per unit (US\$)	Total CIF Price (Col.3x4) (US\$)	Total CIF Price (Col.5xExchange Rate*) (LKR)
01	Pre Printed Polycarbonate Cards	1,000,000 (Excluding 250 cards for pre-testing)			

\* - Selling Rate of the USD declared by the Central Bank of Sri Lanka 02.05.2023 should be considered for the CIF Price Calculation in Sri Lankan Rupees. This Currency Rate is taken only for the **evaluation purposes** in order to get pricing of all bidders to same platform.

The currency rate applied for the payments will be the Selling Rate of the USD declared by the Central Bank of Sri Lanka on **date of Invoice**.

### Price Schedule 2: Total Price including Local Expenses

1	2	3	6	7	8
Line Item No.	Description of Goods	Quantity (No, of Cards)	Total CIF Price (Col.5xExchange Rate*) (LKR)	Local Expenses** (LKR)	Total Price including Local Expenses (Col.6+7) (LKR)
01	Pre Printed Polycarbonate Cards	1,000,000 (Excluding 250 cards for pre-testing)			

\*\* - 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 and handed over to the Delivery Point as mentioned in the Delivery Schedule should be mentioned.

Please note that the HS Code for Pre-printed material: **4911.99.90**

**Price Schedule 3: Final Price**

1	2	3	8	9	10	11
Line Item No.	Description of Goods	Quantity (No. of Cards)	Total Price including Local Expenses (Col.6+7) (LKR)	Discounts (if any) (LKR)	Value Added Tax (LKR)	Final Price (Col.8-9+10) (LKR)
01	Pre Printed Polycarbonate Cards	1,000,000 (Excluding 250 cards for pre-testing)				

Signed : .....

[insert signature of person whose name and capacity are shown]

In the capacity of.....

[insert legal capacity of person signing the Bid Submission Form]

Name: .....

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of :.....

[insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Bid Guarantee

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- *[insert issuing agency's name, and address of issuing branch or office]* -----

**Beneficiary:**—Commissioner General, Department for Registration of Persons, 13<sup>th</sup> Floor, Suhurupaya, Subhuthipura Road, Battaramulla.

**Date:** ----- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated -----*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. PS/03/PB/PR/05/14/23 *[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 issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; 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 Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by 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 that the Bidder was unsuccessful, otherwise it will remain in force up to ----- *(insert date)*

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

*[signature(s) of authorized representative(s) ]*

**\*\*\*Bid Guarantee should submit in the given format. Alternative formats are not be accepted.**

## **Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and 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 BDS.]*

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

No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of 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 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 27 of the Conditions of Contract, 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 Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Section V**

**Schedule of Requirements**

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Inspection Only

### Delivery Schedule

Delivery period **will start from the date of signing of the contract agreement, at the time in which the approved Artwork will also be given to selected contractor**, as per terms and conditions of the contract signed with the selected Bidder. **One (01) million pre-printed Cards should be delivered within 135 days, which includes the lab test (Pre testing).**

Line Item	Description of Goods	Quantity	Delivery Dates	Delivery details to be provided by the Bidder
01	Pre Printed Polycarbonate Cards	1,000,000 (excluding 250 cards for pre-production testing)	<b>135 days</b> (from the date of signing of the contract agreement)	

Signature : .....

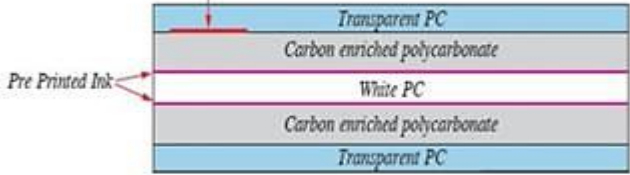
Date : .....

## 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.*

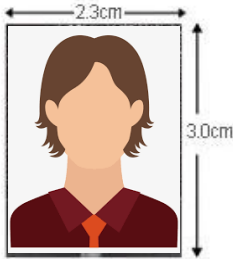
### 1. Technical and Functional Requirements

Purchaser's Requirements		Response Y/N	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.		

	<p style="text-align: center;"><i>DOVID* * Diffractive Optically Variable Image Device</i></p>  <p>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.</p>		
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, CLI-changeable laser image 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	<p>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.</p> <ol style="list-style-type: none"> <li>1. Coloured card background on both sides according to the artwork given</li> <li>2. Field headers (static data) in black</li> <li>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.</li> </ol> <p>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)</p>		
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. DOVID – front side of the card - Inlayer DOVID - Bidders are expected to provide a metallic & transparent holographic element embedded inside of the card as per the diagram in item no 05 and a portion of such hologram will be placed on card holder's photo.		

	<p>2). Photograph is engraved on the background design. (not on white background)</p> 		
	3. Rainbow Printing, - front side of the card		
	4. Guilloche Lines Print, - both side of the card		
	5. Micro-text Print, - on both side		
	6. Optical Variable Ink		
	7. UV Reactive Visible Ink Print - appear only once on either front or back as per the design of Purchaser		
	8. Infra-Red Florescent Print - appear only once on either front or back as per the design of Purchaser		
	9. Deliberate error		
	<b>Bidder must provide details. If this requested features not clearly mentioned with the bid, offer treated as a non-responsive bid</b>		
13. Anti-forgery technologies for Photo and data substitutions	<p>Security features which provide against alteration of data and images including Photograph.</p> <p>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.</p> <ol style="list-style-type: none"> <li>I. Counterfeiting and forged ID cards including “look-alikes” at Level 1 verification</li> <li>II. Counterfeiting from cannibalized cards</li> </ol>		

	<p>III. Alteration and tampering  IV. Photograph, data substitution  V. Scanning and copying</p> <p>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.</p>		
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 <b>ten (10) years</b> 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	<p>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.</p> <p>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.</p> <p>The card to be supplied for this Bid must be 100% compatible with the following laser engraving requirements of the Personalization System, such as;</p> <ol style="list-style-type: none"> <li>Personalization devices that are compatible with ISO/IEC 7810 complaint ID cards.</li> <li>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</li> </ol>		

	<p>security features systems on both surfaces (i.e. front and back).</p> <ul style="list-style-type: none"> <li>c. Duplexing capability - Personalization devices must support automatic duplex personalization (i.e. personalization on both sides of the card)</li> <li>d. 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</li> <li>e. Laser power and safety - Laser power must be 10W or higher. Appliance must be certified for Class I or better in terms safety</li> <li>f. 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</li> <li>g. Personalization types - The device must be capable of sub-surface and tactile laser engraving</li> <li>h. Personalization area - Should not be less than 0.2 inches from all card edges</li> </ul> <p>Bidder shall submit, with the Bidding Document, <b>50 Nos. of non-personalized printable and testable Pre-printed sample cards (shall not be blank cards)</b> with relevant <b>Test Report from ISO/IEC 17025 certified independent laboratory (not related to Principal or Lead Bidder)</b>, in order to emphasize that the <b>Principal</b> 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. <b>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.</b> (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 including DOVID.)</p>		
18. Factory Acceptance and	After signing the Contract Agreement and Non-Disclosure Agreement, <b>contracted Bidder</b> shall supply <b>250 nos. of 100% polycarbonate Pre-</b>		

Testing	<p><b>printed Cards</b>, with proposed security features and ISO compatibilities, as per the artwork given by Purchaser and these samples will be tested (pre-testing) from an <b>ISO/IEC 17025 certified independent laboratory, nominated and selected by the Purchaser</b>, 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).</p> <p>Randomly selected 250 Nos. samples from the supplied pre-printed cards to the purchaser will be tested again, from an <b>ISO/IEC 17025 certified independent laboratory nominated and selected by the Purchaser</b> 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. <b>Cost incurred for all Laboratory Tests will be borne by the Purchaser (not by the Bidder).</b></p>		
<b>General and Non-Functional Requirements</b>			
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><b>Following details and titles should be printed in Sinhala, Tamil and English Languages.</b></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 ( <b>in visual</b> ) Proposed Security features QR Code <b><u>Following details and titles should be printed in Sinhala, Tamil and English Languages.</u></b>  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 VI. Conditions of Contract

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## Section VI. Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “CC” means the Conditions of Contract.
  - (g) “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.
  - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
  - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) “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 Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.
2. Contract Documents
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. Fraud and Corruption
- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
4. Interpretation
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 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 the parties with respect thereto made prior to the date of Contract.

#### 4.3 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.

#### 4.4 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 English language. 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 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, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, 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, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

### 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 Contract Data. 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 Democratic Socialist Republic of Sri Lanka.
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, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
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 CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price and 14.1 Prices charged by the Supplier for the Goods supplied the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment
- 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 15.2 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 CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security
- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 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.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copyright
- 18.1 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.

19. Confidential Information
- 19.1 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 CC Clause 19.
- 19.2 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 performance of the Contract.
- 19.3 The above provisions of CC Clause 19 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.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21. Specifications and Standards
- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(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) 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 Schedule of Requirements. 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 CC Clause 32.

- |                           |  |
|---------------------------|--|
| 22. Packing and Documents | 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.  |
| 23. Insurance             | 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.   |
| 24. Transportation        | 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.  |
| 25. Inspections and Tests | 25.1 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 the Contract Data.  |
|                           | 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, 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. |
|                           | 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, 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.  |

- 25.4 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.
- 25.5 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.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 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 CC Sub-Clause 25.4.
- 25.8 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 CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery 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 Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.



## 27. Warranty

- 27.1 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.
- 27.2 Subject to CC Sub-Clause 21.1(b), 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.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (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 Contract Data.
- 27.4 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.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, 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.

28. Patent  
Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, 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.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, 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.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (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.
- 28.4 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.
- 28.5 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.
- 29.1 Except in cases of criminal negligence or willful misconduct,

## 29. Limitation of Liability

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, 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 total Contract Price, 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

30. Change in  
Laws and  
Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka 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 CC Clause 14.

31. Force Majeure

31.1 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.

31.2 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.

31.3 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.

### 32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC 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.

32.2 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/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 twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 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.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 33. Extensions of Time

33.1 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 CC 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.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, 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 CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

## 34. Termination

## 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written 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 CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC 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 CC Clause 34.1(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.

## 34.2 Termination for Insolvency.

- (a) 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.

## 34.3 Termination for Convenience.

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.

- (a) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of 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.

### 35. Assignment

- 35.1 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 part.

## Section VII

### Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	The Purchaser is: Commissioner General, Department for Registration of Persons, 13 <sup>th</sup> Floor, Suhurupaya, Subhuthipura Road, Battaramulla
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Commissioner General, 13 <sup>th</sup> Floor, Department for Registration of Persons, Suhurupaya, Subhuthipura Road, Battaramulla
CC 8.1	<p>For notices, the Purchaser's address shall be:            Attention: Commissioner General, Department for Registration of Persons, 13<sup>th</sup> Floor, Suhurupaya, Subhuthipura Road, Battaramulla.            Telephone: 0112862255            Facsimile number : 0112862198            Electronic mail address: com.general@drp.lk</p>
CC 12.1	Details Documents to be furnished by the Supplier are as per the delivery schedule in the bidding document
CC 15.1	<p>CC 15.1 – The method and conditions of payment to be made to the supplier under this Contract shall be as follows.</p> <p>As per the purchase order, payments shall be made in LKR at the selling exchange rate published by central bank on the date of invoice. All taxes and levy shall be paid or settled by the Supplier.</p> <p>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 1,000,000 Cards. (as per the terms and conditions in contract agreement)</p> <p>From the card stock delivered as per the delivery schedule, randomly</p>

	<p>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 1,000,000. (as per the terms and conditions in contract agreement)</p> <p>Letter of Credit (LC) shall be opened by the Supplier (Lead Bidder in case of “JV”) at the supplier’s bank. Upon delivery and sample test results accepted by the Purchaser, 98% of the total contract price (if the total quantity is delivered), will be paid to the Supplier (Lead Bidder in case of “JV”).</p> <p>The balance 2% shall be released only after the complete utilization of the total quantity of one million Cards. No payment delays will be experienced.</p> <p>Price revisions are not entertained and no penalty shall be paid to the bidder by the purchaser for payment delays under any circumstances as such.</p>
C17.1	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 Contract Price for the total performance/delivery period + another 60 days.
CC 25.1	The inspections and tests shall be conducted in the evaluation process on the discretion of the Purchaser.
CC 25.2	The inspections and tests shall be conducted in the evaluation process on the discretion of the Purchaser.
CC 26.1	The liquidated damages shall be 0.1% of the Contact Price per each day beyond the specified delivery period.
CC 26.1	The maximum amount of liquidated damages shall be 5% of the Contact Price.



## **Section VIII**

### **Contract Forms**

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*Inspection Only*

## Contract Agreement

THIS CONTRACT AGREEMENT is made on .....BETWEEN (1) Department for Registration of Persons, , 13th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. (hereinafter called "the Purchaser"), and(2).....[insert name of Supplier], a (3)Corporation incorporated under the laws of .....[insert : country of Supplier] and having its principal place of business at .....[insert : address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, .....[insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of .....[ insert Contract Price in words and figures, expressed in the Contract currency (ies) ] (hereinafter called "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 General Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Contract Data
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original price Schedules
- (f) The Purchaser's Notification of Award
- (g) [Add here any other document (s)]

3. 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.

4. In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as many 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 *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: .....

In the capacity of .....[insert title or other appropriate designation] in the presence of..... [insert identification of official witness]

### Performance Security

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

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

**Beneficiary:** *Department for Registration of Persons*

Date: -----

**PERFORMANCE GUARANTEE No.:**-----

We have been informed that -----..... *[Name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated -----with you, for the -----supply of -----*[name of contract and brief description]* (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 Agency]*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of----- *[amount in figures]*(-----) *[amount in words]*, 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 Contractor 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 -----20-----*[insert date, 28 days beyond the scheduled completion date including the warranty period]*and any demand for payment under it must be received by us at this office on or before that date.

-----  
[Signature(s)],