

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. Nonconformities,
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 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 Not Applicable

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 discount offered in accordance with ITB sub clause 14.2; and 14.3;
- (d) adjustment 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) adjustment 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

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. Post qualification of the Bidder

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.

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.

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.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

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

SAMPLE DOCUMENT

Award of Contract

- 39. Award Criteria** 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.
- 40. Purchaser's Right to Vary Quantities At Time of Award** 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.
- 41. Notification of Award** 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.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 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.
- 42. Signing of Contract** 42.1 Within fourteen (14) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within fourteen (14) 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.

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Section II. Bidding 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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Department of Government Information
ITB 1.1	The name and identification number of the Contract are: Supply of LED Power Lights with Stand for the Government Film Unit DI/PRO/04/19/2016 - TEC 05
ITB 2.1	The source of funding is: GOSL
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Chief Accountant Address: Department of Government Information 163, Kirulapana Avenue, Colombo 05. Sri Lanka. Telephone: +94 112512332, +94 112512053 Facsimile number: +940112512332 Electronic mail address: haujayalathdept@gmail.com Pre bid meeting will be held Date – 18.07.2018 Time – 10.00 am Venue – Chief Accountant Office
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: <ol style="list-style-type: none"> 1. Proof of previous experience about Supply and Commissioning of Lighting Equipment (Purchasing Orders, Completion reports of previous projects, etc...) 2. Audited finance reports (2014, 2015, 2016) 3. After sales service agreement for 5 years after the warranty period 4. Accredited Manufacturer Authorization

	5. Warranty Certification
ITB 14.3¹	Bidder shall quote Full quantity
ITB 15.1²	The bidder shall quote all expenditure in Sri Lankan Rupees.
ITB 17.3³	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 Years
ITB 18.1 (b)	After sales service is Required
ITB 19.1⁴	The bid shall be validity until 90 days from the date of closing of bids.
ITB 20.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;
ITB 20.2⁵	The amount of the Bid Security shall be Rs. 30,000.00 <i>The validity period of the bid security shall be until⁶ 120 days from the date of closing of bids.</i>
ITB 21.1	Applicable
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: Supply of LED Power Lights with Stands for the Government Film Unit DI/PRO/04/19/2016 - TEC 05 The bidder shall quote their bids in two set of documents, “Original” and “Copy”.
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Director General of Government Information, Department of Government Information, No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka. Attention: Chief Accountant Address: Department of Government Information, No: 163, Kirulapana Avenue, Colombo 05,

	<p align="center">Sri Lanka.</p> <p>Telephone: +94112512332, +94112512053 Fax +94112512332</p> <p>The deadline for the submission of bids is:</p> <p>Date : 01.08.2018 Time : 11.00 am</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p align="center">The office of Chief Accountant,</p> <p>Address: Department of Government Information,</p> <p align="center">No: 163, Kirulapone Avenue, Colombo 05.</p> <p>Date: 01.08.2018</p> <p>Time: Immediately after closing of bids</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria⁷:</p> <p>(a) Deviation in Delivery schedule: Option 1 is selected and the adjustment is:1%</p> <p>(b) Deviation in payment scheduled - No</p> <p>(c) The cost of major replacement components. Mandatory spare parts and service - No</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation.</p> <ol style="list-style-type: none"> 1. Technical Specification 2. Availability of Guaranty 3. Low price 4. Previous track record 5. Delivery date
ITB 35.5	Bidders <i>shall not</i> be allowed to quote for one or more lots.

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Section III. Evaluation and Qualification Criteria

Content

1. Evaluation Criteria (ITB 35.3{d})
2. Post qualification Requirements (ITB 37.2)

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

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section vi, 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 an adjustment, as specified in BDS Sub-Clause 35.5(d), will be added, for evaluation purposes only, to the bids offering deliveries later than the "Earliest Delivery Date" specified in Section vi, Delivery Schedule.

3.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 the following requirements.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirements:

- i. Minimum average annual turnover in last three (3) years shall be 100 million.
- ii. The bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means, other than any contractual advance payment to meet the cash flow requirement of not less than Sri Lanka Rupees Twenty-five Million (LKR 25 Million) or equivalent, and net of the bidder's other commitments for this project.
- iii. Audited statements of accounts of the company for the past three (03) years shall be submitted with the bid.

(b) Commercial and Technical Capability

The Bidder shall furnish documentary evidence to demonstrate that it meets the following requirements;

- i. Bidder shall be a legally registered company in Sri Lanka and has been in operation for the last five (05) years.
- ii. Detailed list of similar projects/orders that the bidder has completed successfully during the period of last five (05) years ending on the deadline of bid submission.
- iii. Bidders and agents shall have technically competent as the authorized dealers/suppliers for brands/products offered in the bid for the last 3 years in supply, delivery installation, providing warranty, support and maintenance.
- iv. Documentary evidence to establish conformity of the goods to the technical specifications/standards in the bidding documents along with the Technical Specification Form.