

**31. Preliminary  
Examination of**

- 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.
- 31.1 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**

- 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

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## **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.]*

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: <b>Department of Government Information</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are: <b>Supply, Installation, Commissioning of Television and Radio Monitoring System</b> <b>DI/PRO/MT/04/16/2016</b>
<b>ITB 2.1</b>	The source of funding is: <b>GOSL</b>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b><u>Clarification of bid purposes</u></b> 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: +94 112512332 Electronic mail address: <a href="mailto:haujayalathdeptinfo@gmail.com">haujayalathdeptinfo@gmail.com</a>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	The Bidder shall submit the following additional documents: 1. Proof of previous experience about TV & Radio Monitoring Implementation. (Purchasing Orders, Completion reports of previous projects, etc...) 2. Audited finance reports (2015, 2016, 2017) 3. After sales service agreement for 5 years after the warranty period

	<p>4. Accredited Manufacturer Authorization</p> <p>5. Warranty Certification</p> <p>6. Documents necessary to prove the organizational capability and manpower availability.</p>
<b>ITB 14.3<sup>1</sup></b>	Bidder shall quote Full quantity
<b>ITB 15.1<sup>2</sup></b>	The bidder shall quote all expenditure in Sri Lankan Rupees.
<b>ITB 17.3<sup>3</sup></b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 Years
<b>ITB 18.1 (b)</b>	After sales service is Required
<b>ITB 19.1<sup>4</sup></b>	The bid shall be validity until 90 days from the date of closing of bids.
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;
<b>ITB 20.2<sup>5</sup></b>	<p>The amount of the Bid Security shall be Rs. 250,000/=</p> <p><i>The validity period of the bid security shall be until<sup>6</sup> 120 days from the date of closing of bids.</i></p>
<b>ITB 21.1</b>	Applicable
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks: Supply, Installation, Commissioning of Television and Radio Monitoring System for the Department of Government Information DI/PRO/MT/04/16/2016.</p> <p>The bidder shall quote their bids in two set of documents, “Original” and “Copy”.</p>
<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser’s address is:</p> <p><b>Director General of Government Information, Department Procurement Committee, Department of Government Information, No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka.</b></p>





	4. Previous track record 5. Delivery date
<b>ITB 35.5</b>	Bidders <i>shall not</i> be allowed to quote for one or more lots.

### 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 ten (10) 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.

**Section IV. Bidding Forms**

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# Bid Submission Form

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

No.: **DI/PRO/MT/04/16/2016**

To: **Director General of Government Information,  
Department Procurement Committee,  
Department of Government Information,  
No: 163, Kirulapone Avenue, Colombo 05, Sri Lanka.**

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];

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 - **Supply, Installation, Commissioning of Television and Radio Monitoring System**

- (b)
- (c) The total price of our Bid without VAT, including any discounts offered is ..... [insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered is ..... [insert the total bid price in words and figures];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

- (k) 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.
- (l) 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

**BOQ for Supply, Installation, Commissioning of Television and Radio Monitoring System for the Department of Government Information.**

Sample Document

## 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: Director General of Government Information,  
Department Procurement Committee,  
Department of Government Information,  
No: 163, Kirulapone Avenue,  
Colombo 05,  
Sri Lanka.**

**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. ----- *[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)]*

Sample Document



## 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.: **DI/PRO/MT/04/18/2016**

To: **Director General of Government Information,  
Department Procurement Committee,  
Department of Government Information,  
No: 163, Kirulapone Avenue,  
Colombo 05,  
Sri Lanka.**

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]*

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**Supply, Installation, Commissioning of Television and Radio Monitoring System**

DEPARTMENT OF GOVERNMENT INFORMATION

*Bidding Document*

Sample Document