



# **Ministry of Trade, Commerce and Food Security**

## **BIDDING DOCUMENT (Volume 1)**

**(Single-Stage Two Envelope Bidding Procedure)**

### **Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution**

**IFB No: MT/FIN/15/PROC./07**

**Employer:** Lalith Athulathmudali Mahapola Higher Education Scholarship  
Trust Fund  
8<sup>th</sup> Floor, CWE secretariat Building  
27, Vauxhall Street  
Colombo 02.

**July 2024**



# Table of Contents

INVITATION FOR BIDS (IFB).....	1
SECTION I – INSTRUCTIONS TO THE BIDDERS.....	3
SECTION II – BID DATA SHEET.....	39
SECTION III – EVALUATION AND QUALIFICATION CRITERIA .....	43
SECTION IV – BIDDING FORMS .....	54
SECTION V. ELIGIBLE COUNTRIES .....	73
SECTION VI. SCHEDULE OF REQUIREMENTS .....	Error! Bookmark not defined.
SECTION VII – GENERAL CONDITIONS.....	Error! Bookmark not defined.
SECTION VIII: PARTICULAR CONDITIONS .....	Error! Bookmark not defined.
SECTION IX: CONTRACT FORMS.....	Error! Bookmark not defined.



## Invitation for Bids (IFB)

### Ministry of Trade, Commerce and Food Security

#### Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution

IFB No: MT/FIN/15/PROC./07

1. The Chairman, Cabinet Appointed Procurement Committee on behalf of the **Ministry of Trade, Commerce and Food Security (MOTCFS)** invites sealed bids from eligible bidders for the **Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution**. The Contract Period is **Ten (10) years**.
2. Bidding will be conducted through the **International Competitive Bidding (ICB- Two Envelope System : Single Stage - Two Envelope Bidding Procedure)** method specified in the National Procurement Guidelines, and are opened to all eligible bidders as defined in the Guidelines

To be eligible for contract award, the successful bidder shall not have been blacklisted. Bidders must meet the following minimum qualification criteria for the contract award:

- a) **General Experience:** Bidder should have general experience in Online Lottery Contracts in the role of contractor, subcontractor or management contractor during at least last **Ten (10) years** prior to the bid submission deadline;
  - b) **Specific Experience:** Bidder should have successfully completed at least **two (02)** Online Lottery projects currently live on behalf of a Government or in partnership with a Government. Each project shall be with at-least **180 million** lottery tickets issued per annum.
  - c) **Average Annual Turnover:** Bidder should have minimum Average Annual Turnover of **USD 50 million** calculated as total certified payments received for contracts in progress or completed, within the last 3 years.
3. Interested bidders could obtain further information from **Ms. A.P.N.M. Patabendige, Chief Accountant, MOTCFS**, Mob: +94 714251643, Tel: +94 112110577, Electronic mail address: [ca@trademin.gov.lk](mailto:ca@trademin.gov.lk) from 0900 to 1600hrs in working days, Commencing from **14<sup>th</sup> July, 2024**. Bidding document is also available on Ministry of Trade, Commerce and Food Security Website (<https://www.trade.gov.lk/>) only for **inspection purposes**.
  4. A complete set of Bidding Documents in English may be purchased from MOTCFS office by interested bidders on the submission of a written application on a business letterhead, and upon payment of a non-refundable fee of **LKR 500,000.00**. The method of payment will be by cash.

5. Bids must be delivered to the **address below para (6)** on or before **1500hrs** on **11<sup>th</sup> September, 2024**. Late bids will be rejected. Bids will be opened soon after the bid closing in the presence of the bidders' representatives, who choose to attend at **1500hrs** on **11<sup>th</sup> September, 2024**. All bids must be accompanied by a Bid Security in the form of bank guarantee of not less than **Sri Lankan Rupees Fifty Million (LKR 50 million)** or the equivalent amount in a freely convertible currency in Sri Lanka.
6. A Pre- Bid Meeting will be held at **1030hrs** on **30<sup>th</sup> July, 2024**, at **4<sup>th</sup> floor, Ministry of Trade, Commerce and Food Security** ,No 492, R.A De Mel Mawatha, Colombo 03.

Chairman,  
Cabinet Appointed Procurement Committee  
Ministry of Trade, Commerce and Food Security,  
No: 492, R.A De Mel Mawatha,  
Colombo 03.  
**29<sup>th</sup> August, 2024**

# **Section I – Instructions to the Bidders**

# Section I – Instructions to the Bidders

## Table of Contents

Invitation for Bids (IFB).....	1
Section I – Instructions to the Bidders .....	3
Section II – Bid Data Sheet.....	39
Section III – Evaluation and Qualification Criteria .....	43
3. Evaluation of Bids .....	44
3.1. Preliminary Examination of Technical Bids .....	44
3.2. Eligibility and Qualification of the Bidder .....	44
3.3. Detailed Evaluation of Technical Bids .....	44
3.3.1. Evaluation components and applicable ratings .....	45
3.3.2. The Technical marks assigned for each category .....	45
3.3.2.1. Determining Bidder’s Technical Responsiveness .....	46
3.4. Price Evaluation .....	46
3.4.1. Quantifiable Deviations and Omissions .....	47
3.4.2. Time Schedule .....	47
3.5. Combined Evaluation .....	47
3.6. Post Qualification (Due Diligence).....	48
3.7. Eligibility and Qualification Requirements of the Bidder .....	49
3.7.1 Conflicts of interest.....	49
3.7.2 Debarment.....	49
3.7.3 Average Annual Turnover .....	49
3.7.4 Financial Resources .....	49
3.7.5 Experience .....	50
3.7.5.1 General Experience .....	50
3.7.5.2 Specific Experience in Contracts of a Similar Nature .....	50
3.7.5.3 Industry Certifications and Memberships .....	51
3.8. Key Personnel and Details .....	52
3.9. Named Subcontractors.....	52
3.10. Local Representations.....	53
Section IV – Bidding Forms.....	54
4. BID SUBMISSION FORMS - TECHNICAL BID.....	55
4.1. Letter of Technical Bid .....	57
4.2. Qualification of the Bidder .....	58
4.2.1. Bidder Information Sheet .....	58
4.2.2. Average Annual Turnover .....	59

<b>4.2.3.</b>	<b>Financial Resources</b> .....	<b>60</b>
<b>4.2.3.1.</b>	<b>Evidence of Access to or Availability of Credit Facilities</b> .....	<b>61</b>
<b>4.2.4.</b>	<b>General Experience in Information Software, Products and/or Services</b> .....	<b>62</b>
<b>4.2.5.</b>	<b>Specific Experience in Contracts of a Similar Nature</b> .....	<b>64</b>
<b>4.3.</b>	<b>Overall Solution Proposed by the Bidder</b> .....	<b>65</b>
<b>4.4.</b>	<b>Approach and Methodology</b> .....	<b>66</b>
<b>4.5.</b>	<b>Project Management Plan, Organization and Staffing</b> .....	<b>67</b>
<b>4.6.</b>	<b>Indicative Bill of Material (BoM)</b> .....	<b>67</b>
<b>4.7.</b>	<b>Guarantees and Declarations</b> .....	<b>68</b>
<b>4.7.1.</b>	<b>Bid Security (Bank Guarantee)</b> .....	<b>68</b>
<b>4.7.2.</b>	<b>Manufacturer’s Authorization</b> .....	<b>69</b>
<b>4.8.</b>	<b>BID SUBMISSION FORMS - PRICE BID</b> .....	<b>70</b>
<b>4.8.1.</b>	<b>Letter of Price Bid</b> .....	<b>71</b>
<b>4.8.2.</b>	<b>Price Schedule</b> .....	<b>72</b>
	<b>SECTION V. Eligible Countries</b> .....	<b>73</b>
	<b>Section VI. Schedule of Requirements</b> .....	<b>Error! Bookmark not defined.</b>
	<b>Section VII – General Conditions</b> .....	<b>Error! Bookmark not defined.</b>
	<b>SECTION IX: Contract Forms</b> .....	<b>Error! Bookmark not defined.</b>



## SECTION I – INSTRUCTIONS TO THE BIDDERS

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.

<b>A. General</b>		
<b>1. Scope of Bid</b>	1.1	In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Information Technology (IT) Products and Services as specified in Volume 2 -Section VI (Schedule of Requirements). The name, identification, and number of the International Competitive Bidding (ICB) are provided in the BDS.
	1.2	Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Volume 3-Section VII (General Conditions) (GC).
<b>2. Source of Funds</b>	2.1	The <b>Contractor (Investor)</b> will provide the financing required to meet eligible payments under the Contract for which these Bidding Documents are issued.
<b>3. Corrupt Practices</b>	3.1	<p>It is the policy of GoSL that the officials of the procuring entity as well as Bidders, Suppliers, Service Providers and Contractors and their sub-Contractors under GoSL financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts, in pursuance of this policy, the GoSL;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>i. “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a Contract;</li> <li>ii. “fraudulent practice” means a misrepresentation or omission of facts in order</li> </ul>

		<p>to influence a procurement process or the execution of a Contract;</p> <p>iii. “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the employer, designed to influence the action of any party in a procurement process or the execution of a Contract;</p> <p>iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a Contract;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and</p> <p>(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoSL financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, GoSL financed Contract.</p>
	3.2	<p>Furthermore, Bidders shall be aware of the provision stated in the Volume 3- General Conditions (GC 47.1, Termination for Contractor’s Default).</p>
<p><b>4. Eligible Bidders</b></p>	4.1	<p>A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association (JV). In the case of a Joint Venture (JV):</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and</p>

		<p>(b) the JV shall nominate one of the partners who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and, in the event the JV is awarded the Contract, during Contract execution. This shall be evidence by submitting a Power of Attorney signed by legally authorized signatories of all the partners.</p>
	4.2	<p>A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country and shall have legal rights to supply IT products and Services under the Contract resulting from these Bidding Documents. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or Contractors for any part of the Contract including related services.</p>
	4.3	<p>GoSL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, Contractual obligations, or compliance with applicable laws and regulations. Bidders and Contractors under GoSL financed Contracts, shall observe the highest standard of ethics. GoSL will take appropriate actions, which include not financing of the Contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) they have controlling partners in common; or</li> <li>(b) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(c) they have the same legal representative for</li> </ul>

	<p>purposes of this Bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or</p> <p>(e) A Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same sub-Contractor, not otherwise participating as a Bidder, in more than one Bid; or</p> <p>(f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design and/or technical specifications of the products and services and/or other documents that are the subject of the procurement under these Bidding documents.</p>
4.4	A firm that is under a declaration of <b>ineligibility by GoSL or any other Country</b> in accordance with ITB 3 at the date of the deadline for Bid submission or thereafter, shall be disqualified.
4.5	Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
4.6	In case a prequalification process has been conducted prior to the Bidding process, this Bidding is open only to prequalified Bidders.
4.7	Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the employer’s country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.

	4.8	Local Companies bidding for these tender or Local partners of Foreign Companies bidding for this tender shall be registered under the <b>Public Contracts Act, No 3 of 1987.</b>
<b>5. Eligible IT Products and Services</b>	5.1	For the purposes of these Bidding Documents, the IT Products and Services means all:  (a) the required information technologies, including all information processing and communications-related hardware, software, supplies and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called the products in some clauses of the ITB); and  (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services necessary for proper operation of the products to be provided by the selected Bidder and as specified in the Contract.
	5.2	The IT Products and Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such IT Products and Services.
	5.3	For the purposes of ITB 5.2 above - origin means the place where through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized Product results that is substantially different in basic characteristics or in purpose or utility from its components.

<b>6. Intellectual Property</b>	6.1	By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the Products and Services offered, or that it has proper authorization and/or license to offer them from the owner of such rights. Willful misrepresentation of these facts shall be considered fraudulent practice subject to the provisions of ITB 3.1 through 3.2 above, without prejudice of other remedies that the Employer may take.
<b>7. Status of Sub - Contractors</b>	7.1	If it is allowed in the BDS for Sub-Contractors to be nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Sub-Contractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. Non-compliance may result in the rejection of all Bids in which the affected firm participates as Bidder or as partner in a Joint Venture.
	7.2	<p>Any firm not participating as Bidder or as partner in a Joint Venture may be proposed as a Sub-Contractor in any number of Bids.</p> <p>A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Sub-Contractor in other Bids, except for the supply of commercially available Hardware or Software by the firm, as well as purely indicated services such as installation/configuration, routing training and ongoing maintenance support.</p>
	7.3	If a Bidder intends to Sub-Contract major items of Products and Services, it shall include in the Bid details of the name and nationality of the proposed Sub-Contractor, including vendors for each of those items and shall be responsible for ensuring that any Sub-Contractor proposed complies with the requirements of ITB 3.
	7.4	Bidders are free to list more than one Sub-Contractor against each item. Quoted rates and prices will be deemed to apply, whichever Sub-Contractor is

		appointed, and no adjustment of the rates or prices will be permitted. The Employer reserves the right to delete any proposed Sub- Contractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Sub-Contractors in Volume 3-Appendix 3 of Section IX (Contract Forms), which shall list the approved Sub- Contractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Sub-Contractors shall be performed in accordance with GC Clause 20.												
	7.5	The Employer, where applicable, may select only some of the listed Sub- Contractors in evaluating a Bid. The criteria for selection will be set out in the BDS.												
<b>8. Contacting the Employer</b>	8.1	From the time of Bid advertisement to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.												
	8.2	If a Bidder tries to directly influence the Employer or otherwise interfere in the Bid submission and evaluation process and the Contract award decision, its Bid may be rejected.												
<b>B. Contents of Bidding Document</b>														
<b>9. Sections of Bidding Document</b>	9.1	<p>The Bidding Document consists of Volume 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 11.</p> <table border="0"> <tr> <td><b>Volume 1</b></td> <td><b>Bidding Procedures</b></td> </tr> <tr> <td>Section I</td> <td>Instructions to Bidders (ITB)</td> </tr> <tr> <td>Section II</td> <td>Bid Data Sheet (BDS)</td> </tr> <tr> <td>Section III</td> <td>Evaluation and Qualification Criteria</td> </tr> <tr> <td>Section IV</td> <td>Bidding Forms</td> </tr> <tr> <td>Section V</td> <td>Eligible Countries</td> </tr> </table>	<b>Volume 1</b>	<b>Bidding Procedures</b>	Section I	Instructions to Bidders (ITB)	Section II	Bid Data Sheet (BDS)	Section III	Evaluation and Qualification Criteria	Section IV	Bidding Forms	Section V	Eligible Countries
<b>Volume 1</b>	<b>Bidding Procedures</b>													
Section I	Instructions to Bidders (ITB)													
Section II	Bid Data Sheet (BDS)													
Section III	Evaluation and Qualification Criteria													
Section IV	Bidding Forms													
Section V	Eligible Countries													

		<p><b>Volume 2</b> Section VI</p> <p><b>Requirements</b> Schedule of Requirements</p> <p><b>Volume 3</b> Section VII Section VIII Section IX</p> <p><b>Conditions of Contract and Contract Forms</b> General Conditions (GC) Particular Conditions (PC) Contract Forms</p>
	9.2	The Invitation for Bids issued by the Employer is not part of the Bidding Document and is intended for references only. In case of inconsistencies, the actual Bidding Documents shall prevail.
	9.3	The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	9.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
<b>10. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b>	10.1	A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his enquiries during the pre-Bid meeting if provided for in accordance with ITB 10.4. The Employer will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer’s response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 9.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 11 and



		ITB 26.2.
	10.2	The Bidder, may on notifying the Employer in writing within the time stated in the BDS, visit and examine the site/s where the IT Products and Services are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the provision of IT Products and Services. The costs of visiting site(s) shall be at the Bidder’s own expense.
	10.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. No site visits shall be arranged or scheduled after the deadline for submission of the Bids and prior to the award of the Contract.
	10.4	The Bidder’s designated representative is invited to attend a pre-Bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	10.5	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
	10.6	Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 9.3. Any modification to the Bidding Document that may

		become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 11 and not through the minutes of the pre-Bid meeting.
	10.7	Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>11. Amendment of Bidding Document</b>	11.1	At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
	11.2	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 9.3.
	11.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 26.2.
<b>C. Preparation of Bids</b>		
<b>12. Cost of Bidding</b>	12.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
<b>13. Language of Bid</b>	13.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

<b>14. Documents Comprising the Bid</b>	14.1	The documents comprising the Bid are listed in Section IV (Bidding Forms), in the Bidder Response Format (BRF). Bidders must use the BRF provided to structure and submit their Bids.
	14.2	The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in Table 1 (Bidder's Response Format – Technical Bid of Section IV (Bidding Forms), and the other the Price Bid containing the documents listed in Table 2 (Bidder's Response Format – Price Bid of Section IV (Bidding Forms), both envelopes enclosed together in an outer single envelope.
	14.3	Any other documents required as listed in the BDS
<b>15. Letter of Bid and Schedules</b>	15.1	The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV (Bidding Forms). The forms must be completed as instructed in each form.
<b>16. Alternative Bids</b>	16.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
<b>17. Documents Establishing the Eligibility of the IT Products and Services</b>	17.1	To establish the eligibility of the IT Products and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV (Bidding Forms).
<b>18. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	18.1	To establish its eligibility and qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Bidder Response Format included in Section IV (Bidding Forms).
	18.2	Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 38.

<p><b>19. Documents Establishing Conformity of the IT Products and Services</b></p>	19.1	The Bidder shall furnish the information stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate substantial responsiveness of its Bid to the work requirements and the completion time.
	19.2	For major items of IT Products and Services which the Bidder intends to purchase or sub contract, the Bidder shall give details of the name and nationality of the proposed Sub-Contractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Sub-Contractor is appointed, and no adjustment of the rates and prices will be permitted.
	19.3	The written evidence of conformity of the IT Products and Services shall be inserted into the tables that comprise the Bidder’s response to items in Volume 2- Section VI (Schedule of Requirements) in the form of written descriptions, literature, diagrams, certifications, and client references.
	19.4	The Bidder will provide an item-by-item response to the Employer’s Schedule of Requirements, demonstrating what the Bidder will provide, and how from a technical, functional, business or Service perspective, as appropriate, its IT Products and Services respond to the requirements. In demonstrating responsiveness, the commentary may include explicit cross references to the relevant pages in the supporting materials included in the Bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogues, technical specifications, or other pre-printed materials submitted with the Bid, the item-by-item commentary shall prevail.
	19.5	A Preliminary Project Plan is required, the details of

		which are described in Volume 2 - Section VI (Schedule of Requirements).
	19.6	A written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all IT Products and Services as required by the Bidding Documents.
	19.7	For purposes of the commentary to be furnished pursuant to ITB 19.4, the Bidder shall note that any references to brand names or model numbers or national or proprietary standards designated by the Employer in Volume 2 - Section VI (Schedule of Requirements) are intended to be descriptive and not restrictive (except where explicitly prohibited in the BDS for specific items or standards). The Bidder may substitute alternative brand/model names or standards in its Bid, provided that it demonstrates to the Employer's satisfaction that the use of the substitute(s) will result in the IT Products and Services being able to perform substantially equivalent to or better than that specified in Volume 2 - Section VI (Schedule of Requirements).
<b>20. Bid Prices</b>	20.1	Bidders shall quote for the entire IT Products and Services on a single responsibility basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and sub-Contracting (if any), delivery, construction, installation, completion, acceptance, commissioning and support of the IT Products and Services as specified in Volume 2 - Section VI (Schedule of Requirements). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the IT Products and Services and, where so required by the Bidding Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding

		Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
	20.2	The prices shall be either fixed or adjustable as specified in the BDS.
	20.3	In the case of <b>Fixed Price</b> , 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.
<b>21. Currencies of Bid and Payment</b>	21.1	The currency(ies) of the Bid shall be, as specified in the BDS.
<b>22. Period of Validity of Bids</b>	22.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period less than the period specified shall be rejected by the Employer as non-responsive.
	22.2	In exceptional circumstances, prior to the expiration of the closing date period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 23, the Bidder granting the request shall also extend the Bid Security for twenty- eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
<b>23. Bid Security</b>	23.1	The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as <b>specified in the BDS</b> , in original form and in the amount and currency specified in the <b>BDS</b> .
	23.2	The Bid Security shall be <b>an unconditional bank guarantee</b> from a reputable source from an eligible

		country as <b>specified in the BDS</b> . The Bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 22.2.
	23.3	Any Bid not accompanied by an enforceable and compliant Bid security shall be rejected by the Employer as non-responsive.
	23.4	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 49.
	23.5	The Bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
	23.6	The Bid security may be forfeited:  (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid  or  (b) if the successful Bidder fails to:  (i) Sign the Contract in accordance with ITB 48; or (ii) Furnish a performance security in accordance with ITB 49.
	23.7	The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of Bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

<b>24. Format and Signing of Bid</b>	24.1	The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 14 and clearly mark it —ORIGINAL. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them —COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.
	24.2	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the original Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
	24.3	A Bid submitted by a JV shall be signed so as to be legally binding on all partners.
	24.4	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
<b>D. Submission and Opening of Bids</b>		
<b>25. Submission, Sealing and Marking of Bids</b>	25.1	Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing and marking are as follows:  (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 16, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY”. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure



		<p>shall be in accordance with ITB 25.2 and 25.3.</p> <p>(b) Bidders submitting the Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.</p>
	25.2	<p>The inner and outer envelopes shall:</p> <p>(a) Bear the name and address of the Bidder;</p> <p>(b) Be addressed to the Employer in accordance with ITB 25.1;</p> <p>(c) Bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and</p> <p>(d) Bear a warning not to open before the time and date for Bid opening.</p>
	25.3	<p>If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<b>26. Deadline for Submission of Bids</b>	26.1	<p>Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p>
	26.2	<p>The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 11, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>27. Late Bids</b>	27.1	<p>The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 26. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>28. Withdrawal, Substitution, and Modification of Bids</b>	28.1	<p>A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with</p>

		<p>ITB 24.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <p>(a) Prepared and submitted in accordance with ITB 24 and ITB 25 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION” and;</p> <p>(b) Received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 26.</p>
	28.2	Bids requested to be withdrawn in accordance with ITB 28 shall be returned unopened to the Bidders.
	28.3	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 Letter of Bid or any extension thereof.
<b>29. Bid opening</b>	29.1	The Employer shall conduct the opening of Technical Bids in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB Sub-clause 25.1 shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Proposal may be immediately resealed by the bid opening committee for evaluation.
	29.2	First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted

		<p>unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 29.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening. Envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 29.1.</p>
	29.3	<p>All other envelopes holding the Technical Bids shall be opened one at a time, reading out: the name of the Bidder, and indicating whether there is a modification or substitution; the presence or absence of a Bid security and any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out and recorded at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 27.1.</p>
	29.4	<p>The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification and the presence or absence of a Bid security or a Bid securing declaration,</p>

		if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time.
	29.5	At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
	29.6	The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
	29.7	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance
	29.8	All other envelopes holding Price Bids shall be opened one at a time, reading out: the name of the Bidder, and indicating whether there is a modification or substitution; the Bid Prices, including any discounts and alternative offers, and any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at Bid opening.
	29.9	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any

		discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time.
<b>E. Evaluation and Comparison of Bids</b>		
<b>30. Confidentiality</b>	30.1	Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
	30.2	Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	30.3	Notwithstanding ITB 30.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
<b>31. Clarification of Bids</b>	31.1	To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 39.
	31.2	If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

<p><b>32. Deviations, Reservations, and Omissions</b></p>	<p>32.1</p>	<p>During the evaluation of Bids, the following definitions apply:</p> <p>(a) Deviation: is a departure from the requirements specified in the Bidding Document;</p> <p>(b) Reservation: is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) Omission: is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<p><b>33. Preliminary Examination of Technical Bids</b></p>	<p>33.1</p>	<p>The Employer shall examine the Technical Bid to confirm that all documents and technical documentation referenced in ITB Sub-Clause 14.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.</p>
	<p>33.2</p>	<p>The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Letter of Technical Bid;</p> <p>(b) written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security, if applicable; and</p> <p>(d) Technical Proposal in accordance with ITB 19.</p>
<p><b>34. Responsiveness of Technical Bid</b></p>	<p>34.1</p>	<p>The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 14.</p>
	<p>34.2</p>	<p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p>

		<p>(a) if accepted, would:</p> <ul style="list-style-type: none"> <li>i. affect in any substantial way the scope, quality, or performance of the IT Products and Services specified in the Contract; or</li> <li>ii. limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or</li> </ul> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids</p>
	34.3	The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 19, Documents Establishing Conformity of the IT Products and Services, in particular, to confirm that all requirements of Section VI (Schedule of Requirements) have been met without any material deviation, reservation, or omission.
	34.4	If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>35. Nonmaterial Nonconformities</b>	35.1	Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.
	35.2	Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

	35.3	Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III (Evaluation and Qualification Criteria).
<b>36. Evaluation of Bids</b>	36.1	The Employer will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 32, 33, 34 and 35. The evaluation will be performed assuming either that:  (a) the Contract will be awarded to the highest evaluated responsive Bidder for the entire IT Products and Services required by the Employer; or  (b) if specified in the Section III (Evaluation and Qualification Criteria), Contracts will be awarded to the Bidders for each individual lot, or slice defined in Section VI (Schedule of Requirements) whose Bids result in the highest combined evaluated price for the entire IT Products and Services required by the Employer.
	36.2	The Employer shall use the criteria and methodologies indicated in ITB 36 to ITB 43. No other evaluation criteria or methodologies shall be permitted.
	36.3	The Employer’s evaluation of a Bid will be made on the basis of prices quoted in accordance with ITB 20.
<b>37. Detailed Evaluation of Technical Bids</b>	37.1	The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a



		<p>determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders.</p>
	<p>37.2</p>	<p>If the Employer has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 100 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.</p> <p>(a) The categories of technical features that could be evaluated are generally defined below and specifically identified in Section III (Evaluation and Qualification Criteria):</p> <p>(i) Performance, capacity, or functionality features such as those that either exceed levels specified as mandatory or desirable in Section VI (Schedule of Requirements); meet the Employer's business requirements, reduce the Employer's level of risk, or influence the life-cycle cost and effectiveness of the Products and Services</p> <p>(ii) Usability features, such as ease of use, ease of administration and implementation, or ease of expansion, compatibility with existing infrastructure, systems and applications, which influence life-cycle cost and effectiveness of the Products and Services.</p> <p>(iii) The thoroughness, reasonableness, and responsiveness of the Bidder's preliminary plans such as the project plan, implementation plan, and transition plan in assisting the Employer to successfully achieve its requirements.</p> <p>(iv) The thoroughness, reasonableness, and responsiveness of the proposed arrangements for support such as management and</p>

		<p>coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified in the Volume 2- Section VI (Schedule of Requirements).</p> <p>(v) Other relevant factors, if any, listed in Section III (Evaluation and Qualification Criteria).</p> <p>(b) As specified in the Section III (Evaluation and Qualification Criteria), appropriate features within these technical categories will be identified and given a weighting as part of the technical evaluation.</p>
	37.3	Where alternative technical solutions have been allowed in accordance with ITB 16, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
<b>38. Eligibility and Qualification of the Bidder</b>	38.1	The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
	38.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.
	38.3	An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
	38.4	The capabilities of the manufacturers and Sub Contractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a

		<p>manufacturer or Sub Contractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Sub Contractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Sub Contractors for each item concerned.</p>
<p><b>39. Correction of Arithmetical Errors</b></p>	39.1	<p>During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected.</li> <li>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) above.</li> </ul>
	39.2	<p>If the Bidder that submitted the highest evaluated substantially responsive Bid does not accept the correction of errors, its Bid shall be declared non-responsive.</p>
<p><b>40. Conversion to Single Currency</b></p>	40.1	<p>For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.</p>
<p><b>41. Margin of Preference</b></p>	41.1	<p>Unless otherwise specified in the BDS, no margin of preference shall apply.</p>

<p><b>42. Evaluation of Price Bids</b></p>	<p>42.1</p>	<p>The Evaluated Bid Price (P) for each responsive Bid will be determined as the sum of the Adjusted Bid Price (AP) plus the Recurrent Costs (R); where the Adjusted Bid Price (AP) is determined as:</p> <p>(a) The price of the IT Products offered from within or from outside the Employer’s country, in accordance with ITB 20.5; plus</p> <p>(b) The total price for all Services such as software development, transportation, insurance, installation, customization, integration, commissioning, testing, acceptance, training, technical support, repair, and any other Services.</p> <p>(c) With adjustments for:</p> <p>(i) Products and Services that are left out or are necessary to correct minor deviations of the Bid will be added to the total Bid price using costs taken from the highest prices from other responsive Bids for the same Products and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Products and Services are scored as a technical failure, the relevant score will be set at zero</p> <p>(ii) Price adjustment due to quantifiable non material nonconformities in accordance with ITB 35.</p> <p>(iii) Corrections to errors in arithmetic, in accordance with ITB 39</p> <p>(iv) Converting the amount resulting from applying (i) to (iii) above, if relevant, to a single currency in accordance with ITB 40.</p> <p>(v) The evaluation factors indicated in Section III (Evaluation and Qualification Criteria).</p> <p>(d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:</p>
--	-------------	---

		$R = \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$ <p>Where,</p> <p>N = number of years of the Warranty Period, defined in PC Clause 29.2 (C)</p> <p>M = number of years of the Post-Warranty Services Period, as defined in PC Clause 1</p> <p>X = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods</p> <p>R<sub>x</sub> = total Recurrent Costs per year “x,” as recorded in the Recurrent Cost Form</p> <p>I = discount rate to be used for the Net Present Value calculation, as specified in <b>BDS</b>.</p>
	42.2	If price adjustment is allowed in accordance with ITB 20.2, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	42.3	If the Bid, which results in the Highest Evaluated substantially responsive Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analysis, taking into consideration the terms of payment, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
<b>43. Comparison of Bids</b>	43.1	The Employer shall compare all substantially responsive Bids in accordance with ITB 42.1 to determine the highest evaluated substantially

		responsive Bid.
<b>44. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids</b>	44.1	The Employer 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 without specifying any reason. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

<b>F. Award of Contract</b>		
<b>45. Employer’s Right to Vary Quantities at Time of Award</b>	45.1	<p>The Employer reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the BDS, any of the following:</p> <ul style="list-style-type: none"> <li>(a) the quantity of substantially identical IT Products and Services; or</li> <li>(b) the quantity of individual Hardware, Software, related equipment, Materials, products, and other Goods that are components of the Project to which this procurement applies; or</li> <li>(c) the quantity of Installation or other Services to be performed,</li> </ul> <p>From that originally specified in Section VI (Schedule of Requirements) (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other items and conditions.</p>
<b>46. Award Criteria</b>	46.1	<p>The Employer shall award the Contract to the Bidder whose offer has been determined to be the highest evaluated responsive Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.</p>
<b>47. Notification of Award</b>	47.1	<p>Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the -Letter of Acceptance   ) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the IT Products and Services (hereinafter and in the Conditions of Contract and Contract Forms called Contract Price</p>
	47.2	<p>At the same time, the Employer shall also notify all other Bidders of the results of the Bidding, and shall publish the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) Bid prices as read out at</p>

		Bid Opening; (iii) name and evaluated prices (and Bid score if weighted scoring system was used) of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
	47.3	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	47.4	The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance to ITB 47.2, requests in writing the grounds on which its Bid was not selected.
<b>48. Signing of Contract</b>	48.1	Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
	48.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return the Contract Agreement to the Employer.
<b>49. Performance Security</b>	49.1	Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 42.4, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer.
	49.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security or execution of the Bid Securing Declaration. In that event the Employer may award the Contract to the next highest evaluated substantially responsive Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



<p><b>50. Adjudicator</b></p>	<p>50.1</p>	<p>Unless the BDS states otherwise, the Employer proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GC Clause 52. In this case, a resume of the named person is attached to the BDS. The proposed hourly fee of the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS. If a Bidder does not accept the Adjudicator proposed by the Employer, it should state its non-acceptance in its Bid Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a resume of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Employer too, the Employer reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Employer and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the PC clause relating to GC Clause 52.1(e), or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.</p>
-------------------------------	-------------	--

## Section II – Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <b>MT/FIN/15/PROC./07</b></p> <p>The Employer is: <b>Secretary - Ministry of Trade, Commerce and Food Security</b></p> <p>The name of the ICB is:</p> <p><b>Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution</b></p> <p>The identification number of the ICB is: <b>MT/FIN/15/PROC./07</b></p>
<b>ITB 7.1</b>	<p>Sub-Contractors are <b>allowed for below components.</b></p> <ul style="list-style-type: none"> <li>a) Data center &amp; co-location services</li> <li>b) Distribution channels</li> <li>c) Mobile, SMS, e-Wallet and Payment/IPG services</li> <li>d) Marketing and advertising</li> </ul> <p>Sub-contractors qualifications shall not be taken into the Bidder's overall qualification.</p>
<b>ITB 7.5</b>	Not Applicable
<b>B. Contents of Bidding Document</b>	
<b>ITB 10.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the Purchaser's address is:</p> <p>Attention: Ms. A.P.N.M. Patabendige , Chief Accountant</p> <p>Address: Mezzanine Floor, Ministry of Trade, Commerce and Food Security, No: 492, R.A De Mel Mawatha, Colombo 03.</p> <p>Telephone: Mob: +94 714251643, Tel: +94 112110577</p> <p>E-mail: ca@trademin.gov.lk</p> <p>Requests for clarification should be received by the <b>Purchaser no later than 7 days prior to the Deadline for Submission of Bids.</b></p>
<b>ITB 10.2</b>	A site visit <b>will not</b> be organized by the Employer.
<b>ITB 10.4</b>	<p><b>A Pre-Bid meeting will be held:</b></p> <p>Date: 30<sup>th</sup> July ,2024</p> <p>Time: 1030hrs</p> <p>Location : 4th Floor, Ministry of Trade, Commerce and Food Security ,No: 492, R.A De Mel Mawatha, Colombo 03.</p>

<b>C. Preparation of Bids</b>	
<b>ITB 14.3</b>	<p>Any other documents to be submitted with the Bid,</p> <p>I. Certified Copies of Business Registration for all the parties of JV, Consortium or Association.</p> <p>II. Copy of VAT/GST Registration Certificate</p> <p>All requested certificates attested</p> <p>All Personnel CV's certified by HRD of the relevant company.</p> <p>III. Immediately preceding 03 Years Audited Financial Statements (all the partners in the case of JV)</p> <p>IV. Experience in the relevant field of each partner of the JV, Consortium or Association,</p> <p>V. Articles &amp; Memorandum of Association</p> <p>VI. Letter of intent to form JV, Consortium or Association or signed JV, Consortium or Association Agreement.</p> <p>VIII. Documents being comply with Public Contract act no act number 03 of 1987</p>
<b>ITB 16.1</b>	Alternative Bids shall not be permitted
<b>ITB 19.7</b>	The use of specific item brand names and/or standards is <b>not prohibited</b> .
<b>ITB 20.1</b>	<p>Bidder shall quote for the entire System and Services on a —single responsibility basis unless exceptions are listed as follows:</p> <p>"No exceptions"</p> <p>Prices of services <b>must include all Taxes, Duties, levies, fees, whatsoever except only VAT</b></p>
<b>ITB 20.2</b>	The prices quoted by the Bidder <b>shall be Fixed</b>
<b>ITB 21.1</b>	Bid prices shall be quoted <b>only in Sri Lankan Rupees (LKR)</b>
<b>ITB 22.1</b>	<p>The bid validity period shall be <b>119 days</b> after the Deadline for Submission of Bids, as specified below in reference to ITB Clause 26.</p> <p>The bid shall be valid until and inclusive of <b>08<sup>th</sup> January,2025</b></p>
<b>ITB 23.1</b>	<p>Bids shall include a Bid Security issued by bank using the form included in Section IV (Bidding Forms).</p> <p>The amount and currency of the bid security shall be ;</p>

	<p><b>Sri Lanka Rupees Fifty Million (LKR. 50 Million).</b></p> <p>The Bid Security shall be issued in favour of,  <b>Secretary</b>  <b>Ministry of Trade, Commerce and Food Security</b></p>
<b>ITB 23.2</b>	<p>Bid Security in the form of an unconditional Bank Guarantee (as per the format given in the Bidding Document)</p> <p>If the Bid Security is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka. Banks in Sri Lanka issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No. 30 of 1988 and supervised by the Central Bank of Sri Lanka. The Bid security shall be enforceable in Sri Lanka.</p> <p>Bid Security shall be valid for 28 days beyond the original validity period of the bid i e <b>05<sup>th</sup> February,2025</b></p>
<b>ITB 24.1</b>	<p>In addition to the original copy of the bid, the number of copies is:</p> <p>For <b>Technical proposals</b> one (1) Copy.</p> <p>In addition, one softcopy of the <b>technical proposals</b> must also be submitted in <b>PDF format</b>.</p> <p>However, bidder shall not include any cost/financial proposals in technical proposals. <b><u>If the bidder includes any Price Bid with technical proposals or inside the technical proposals envelop its bid will be rejected.</u></b></p> <p>For <b>Price Bid</b> only original in a separate envelope. Please note that only financial proposals such as Bid Form, Price Schedule Forms, Grand Summary Cost Table and all other relevant cost tables should be included.</p> <p><b>NOTE;</b></p> <p>(As this Procurement is —Single Stage-Two envelops, the Technical and Price Bids should be in <b>two separate sealed envelopes and both should be put in to one outer cover</b>).</p>
<b>ITB 24.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> <li>If a bid submitted by a Limited liability company or a corporation; Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country) or a Board resolution certified by the company secretary.</li> <li>If a bid is submitted by a partnership: Power of Attorney shall be either notarized or attested by an appropriate authority in the Bidder’s home country.</li> <li>If a bid is submitted by a Single Proprietor: Power of Attorney shall be required only if the bid is signed by (i) person other than the single proprietor who is the bidder; or (ii) a person other than the owner of a single Proprietorship who is the bidder.</li> <li>If a bid is submitted by a Joint Venture (JV): Power of Attorney (either</li> </ol>

	notarized or attested by an appropriate authority in the bidder's home country). It shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of JV during the bidding process. And in the event the JV is awarded the contract, during contract execution.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 25.1</b>	Bidders <b>will not</b> have the option of submitting their bids <b>electronically</b> .
<b>ITB 25.1 (b)</b>	<b>Not Applicable</b>
<b>ITB 26.1</b>	For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is: Attention: Chairman, Cabinet Appointed Procurement Committee Address: Mezzanine Floor, Ministry of Trade, Commerce and Food Security, No: 492, R.A De Mel Mawatha, Colombo 03. <b>The deadline for Bid submission is:</b> Date: <b>11<sup>th</sup> September, 2024</b> Time: 1500hrs
<b>ITB 29.1</b>	<b>The Bid opening shall take place at:</b> Address: Mezzanine Floor, Ministry of Trade, Commerce and Food Security, No: 492, R.A De Mel Mawatha, Colombo 03 Date: <b>11<sup>th</sup> September, 2024</b> Time: 1500hrs
<b>ITB 29.1</b>	Electronic bid submission is <b>not permitted</b> .
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 40.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Not Applicable</b>
<b>ITB 41.1</b>	A margin of preference <b>shall apply</b> .
<b>ITB 42.1.(d)</b>	The Net Present Value (NPV) discount rate (I) is : <b>12% per annum</b>
<b>ITB 45</b>	The Employer reserves the right to vary the quantities: <b>Not Applicable</b>
<b>ITB 50</b>	Not Applicable Refer Section VIII – Particular Conditions 52.2 (c) for Dispute Resolution Mechanism Arbitration proceedings

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

### **3. Evaluation of Bids**

This section contains the criteria that the Employer will use evaluate and qualify bidders. The bidder shall provide all the information request in the forms included in Section IV-Bidding Forms.

#### **3.1. Preliminary Examination of Technical Bids**

The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) Written confirmation of authorization to commit the Bidder;
- (c) Bid Security, if applicable; and
- (d) Technical Proposal in accordance with ITB 19.

#### **3.2. Eligibility and Qualification of the Bidder**

The Employer will review all Technical Bids submitted to determine whether the Bidder is eligible and qualified (as per the Bidder's Qualification Criteria specified in this Section III) and whether each Bid is responsive using the following criteria pursuant to ITB Clause 34 & 38.

- a) The Bidders must meet the Eligibility and Qualification Requirements outlined in Bidder's Qualification Criteria specified in this Section III –3.7: Eligibility and Qualification Requirements of the Bidder
- b) The Bid is substantially complete in that it provides the information outlined in the Bidder Response Format Section IV – Bidding Forms (Employer assessment)
- c) All Bids that satisfy the above criteria in item (a) and (b) will be considered for the detailed technical evaluation.

#### **3.3. Detailed Evaluation of Technical Bids**

The Employer will evaluate the Technical Bids pursuant to ITB Clause 37 using the following criteria:

- a) In order to evaluate the quality aspects of the Technical Bid, Bidder must state comprehensively with sufficient details, how their Bid meets the Technical Requirements specified in Section VI (Schedule of Requirements) Sufficient documentary evidence shall be provided where applicable.
- b) Bidder's Technical bid must meet all the requirements stipulated in Section VI (Schedule of Requirements) of this Bidding Document.

### 3.3.1. Evaluation components and applicable ratings

During the evaluation process, the evaluation committee will assign to each selected feature a whole number rating from 0 to 100, where 0 means that the feature is absent and 100 for significantly exceeding the requirements.

**Table 3.1: Criteria and Maximum Rating**

No.	Criteria	Maximum Rating
1	Feature/requirement is absent and does not meet requirement	0
2	Feature/requirement is present and partially meets the requirements	30
3	Feature/requirement is present and meets minimum requirement	80
4	Feature/requirement exceeds the minimum requirement	90
5	Feature/requirement significantly exceeds the requirement	100

### 3.3.2. The Technical marks assigned for each category

**Table 3.1: Technical Marks for each Category**

S.N	Evaluation Criteria	Marks	Tech Form
<b>1</b>	<b>Experience of the Bidder</b>	<b>30 Marks</b>	
1.1	Experience in Online lottery Projects	20	4.2.4/4.2.5
1.2	National level project covering island wide implementation & support	10	4.2.4/4.2.5
<b>2</b>	<b>Overall Solution Proposed by the Bidder</b>	<b>35 Marks</b>	
2.1	Application Software Functionality	10	4.3
2.2	Solution Design & Architecture	06	4.3
2.3	Data Center Infrastructure	06	4.3
2.4	High Availability	05	4.3
2.5	Cyber Security	08	4.3
<b>3</b>	<b>Approach and Methodology</b>	<b>25 Marks</b>	
3.1	Project initiation, implementation, operation and support & maintenance	10	4.4
3.2	The sales, marketing, distribution channel strength within the country and internationally	15	4.4



<b>4</b>	<b>Project Management Plan, Organization and Staffing</b>	<b>10 Marks</b>	
4.1	Project Management Methodology	07	4.5
4.2	Proposed Team Composition & hierarchy	03	4.5
		<b>100 Marks</b>	

### 3.3.2.1. Determining Bidder’s Technical Responsiveness

In order to be considered as “Substantially Responsive” to the technical requirements and to be considered as eligible for the subsequent evaluations, a Bidder must satisfy the following condition.

$$T = \sum_{k=1}^n \left[ \sum_{i=1}^m S_i / 100 \times W_i \right]$$

T = Total Technical Score

K = Criteria Number

n = Total number of Criteria

*i* = particular sub Criteria of each Criterion

m = Total Number of the sub Criteria of each Criterion

*S<sub>i</sub>* = Rating obtained for component given in Table 3.1

*W<sub>i</sub>* = Technical weightage of *i* component given in

**Total Technical Marks (T) secured for the bid shall be equal or higher than 80% (T≥80%).** Any Bid failing to satisfy the above conditions will not be considered for further evaluation and their Financial Bids will be returned unopened.

## 3.4. Price Evaluation

The Highest Evaluated Bid Price (Adjusted Bid Price plus the Recurrent Costs) will be identified by the Employer pursuant to ITB Clause 42 based on the following criteria:

The Adjusted Bid Price will be calculated as follows;

- (a) Price of Design Development and Implementation
- (b) Recurrent Costs
- (c) Adjustments made for:

- (i) Arithmetic corrections
- (iii) Net Present Value of Recurrent Costs

The Price Schedules, in which the above information must be presented, are given in Section IV- Bidding Forms.

### 3.4.1. Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: the evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this bidding document. The Employer will assess the cost of such a deviation for the purpose of ensuring fair comparison of bids.

### 3.4.2. Time Schedule

Not Applicable

A Bid offering to achieve Operational Acceptance earlier than the maximum number of weeks shall not be given credit for bid evaluation purposes.

## 3.5. Combined Evaluation

The Employer’s evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B = \frac{P}{P_{high}} X + \frac{T}{T_{high}} (1 - X)$$

where;

- $P$  = Evaluated Bid Price
- $P_{high}$  = the highest of all Evaluated Bid Prices among responsive bids
- $T$  = the total Technical Marks awarded to the bid
- $T_{high}$  = the Technical Marks achieved by the bid that was scored highest among all responsive bids

Weight of the evaluated Bid Price (“X” in the evaluated Bid Score formula) = **90%**

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the highest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with post qualifications requirements stipulated in the Bidding Documents.

### **3.6. Post Qualification (Due Diligence)**

Pursuant to ITB 38, the Employer may, at its own expense, and to the satisfaction of the Employer, require the Bidder with the Evaluated Bid to provide further information on the request to substantiate claims and information included in its Bid. This information may be subject to audit and review by the Employer and may involve site visits/inspections, interview with the bidder's clients referenced in the bid, and any other measures to verify if the bidder is capable of performing the contract.

An affirmative post-qualification determination will be a prerequisite for award of the Contract to the Highest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### 3.7. Eligibility and Qualification Requirements of the Bidder

Bidders shall demonstrate they are qualified to bid as part of the bidding process and complete the forms set out Parts 1 and 2 in Table 1 under Bid Submission Form and Qualification of the Bidder. The detailed forms are found in Section IV Bidding Forms.

Requirement	Bidder				Submission requirements
	Single Entity	Joint Venture (existing or intended)			
		All members combined	Each member	At least one member	
<b>3.7.1 Conflicts of interest</b>					
No- conflicts of interest as described in ITB 4.3.	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	N/A	Letter of Technical Bid
<b>3.7.2 Debarment</b>					
Not having been declared ineligible as described in ITB 4.4.	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	N/A	Letter of Technical Bid
<b>3.7.3 Average Annual Turnover</b>					
Minimum average annual turnover of <b>USD 50 Million</b> calculated as total certified payments received for contracts in progress or completed, within the last <b>3 years, year ending 2023.</b>	Must meet requirement	Must meet requirement	N/A	N/A	Form 4.2.2
<b>3.7.4 Financial Resources</b>					
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, to meet the cash flow	Must meet requirement	Must meet requirement	N/A	N/A	Form 4.2.3 4.2.3.1

Requirement	Bidder				Submission requirements
	Single Entity	Joint Venture (existing or intended)			
		All members combined	Each member	At least one member	
requirement of not less than <b>USD 2 Million</b> , and net of the bidder's other commitments for this project					
<b>3.7.5 Experience</b>					
<b>3.7.5.1 General Experience</b>					
a) Bidder should have minimum ten (10) years experience in Online Lottery projects as the main contractor prior to the bid submission deadline.	Must meet requirement	<b>Application Solution provider</b> must meet the requirements	N/A	<b>Application Solution provider</b> must meet the requirements	Form 4.2.4
<b>3.7.5.2 Specific Experience in Contracts of a Similar Nature</b>					
a) Bidder should have successfully completed at least two (02) <b>Online Lottery projects currently live</b> on behalf of a Government or in partnership with a Government. Each project shall be with at least 180 million lottery tickets issued per annum.	Must meet requirement.	<b>Application Solution provider</b> must meet the requirements	N/A	<b>Application Solution provider</b> must meet the requirements	Form 4.2.5

Requirement	Bidder				Submission requirements
	Single Entity	Joint Venture (existing or intended)			
		All members combined	Each member	At least one member	
b) Bidder should have successfully completed at-least one (01) National Level Digital Infrastructure project, with a single purchase order project value of LKR 500 million during last ten (10) years	Must meet requirement	<b>A Local Partner</b> must meet the requirement.	N/A	<b>A Local Partner</b> must meet the requirement.	Form 4.2.4
c) Bidder should have successfully completed at-least one (01) Government project providing Island-wide support services based on SLAs.	Must meet requirement	<b>A Local Partner</b> must meet the requirement	N/A	<b>A Local Partner</b> must meet the requirement	Form 4.2.4
d) Bidder should be a valid Payment Card Industry (PCI) Approved Scanning Vendor (ASV) with global license for more than 05 Years	Must meet requirement	<b>At least one member</b> must meet the requirement	N/A	<b>At least one member</b> must meet the requirement	Form 4.2.5
<b>3.7.5.3 Industry Certifications and Memberships</b>					
a) ISO 9001:2015 and ISO/IEC 27001 :2013 Certified company	Must meet requirement	<b>At least one member</b> must meet the requirement	N/A	<b>At least one member</b> must meet the requirement	-
b) Bidder must operate and own an ISO/IEC 17025:2017 accredited or equivalent cyber security testing facility	Must meet requirement	<b>At least one member</b> must meet	N/A	<b>At least one member</b> must meet	-

Requirement	Bidder				Submission requirements
	Single Entity	Joint Venture (existing or intended)			
		All members combined	Each member	At least one member	
c) Membership in World Lottery Association (WLA) or Asia Pacific Lottery Association (APLA) or Association of Gaming Equipment Manufacturers (AGEM) or All India Gaming Federation (AIGF).	Must meet requirement	<b>Application Solution provider</b> must meet the requirements	N/A	<b>Application Solution provider</b> must meet the requirements	-

Note: Certified copies of relevant certificates and documents shall be provided.

### 3.8. Key Personnel and Details

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

Bidder must propose a core project management and execution team composed of experienced international and/or local experts/consultants, who will assume overall responsibility for the implementation of this project. The project manager and all other team members should have substantial experience in their specific technical and assigned areas. The key staff proposed for the project should be full time employees of the Bidder. Bidder must provide a detailed staffing plan with company Human Resource (HR) endorsement.

### 3.9. Named Subcontractors

Sub-contracting is allowed for below components.

- a) Data center & co-location services
- b) Distribution channels
- c) Mobile, SMS, e-Wallet and Payment/IPG services
- d) Marketing and advertising

### **3.10. Local Representations**

At least one party of the JV must be a registered company in Sri Lanka. Upon awarding of the contract, Joint venture parties shall establish a Joint Venture Company under the Company Registration Act of Sri Lanka within sixty (60) days from the effective date of contract.



## **Section IV – Bidding Forms**

#### 4. BID SUBMISSION FORMS - TECHNICAL BID

**Table 1: Bidder Response Format – Technical Bid**

Order in Bid	Document Number and Information Required	Check Y/N	Page No.
I	Bidder's Front Page (Bidder's name, Bid details)		
II	Bidder Response Format – Technical Bid (as a table of contents/checklist)		
	<b>1. Bid Submission Form</b>		
1.	1.1 Letter of Technical Bid – Ref 4.1		
	<b>2. Qualification of the Bidder</b>		
2.	2.1 Bidder Information Sheet – Ref 4.2.1		
3.	2.2 Average Annual Turnover – Ref 4.2.2		
4.	2.3.1 Financial Resources – Ref 4.2.3		
5.	2.3.2 Evidence of Access to or Availability of Credit Facilities - Ref 4.2.3.1		
6.	2.4 General Experience in Information Software, Products and/or Services - Ref 4.2.4		
7.	2.5 Specific Experience in Contracts of a Similar Nature – Ref 4.2.5		
	<b>3. Bidder's Response to the Schedule of Requirements</b>		
8.	3.1 Overall Solution Proposed by the Bidder - Ref 4.3		
9.	3.2 Approach and Methodology – Ref 4.4		
10.	3.3 Project Management Plan, Organization and Staffing – Ref 4.5		
11.	3.4 Indicative Bill of Materials – Ref 4.6		
	<b>4. Guarantees and Declarations</b>		
12.	4.1 Bid Security (Bank Guarantee) – Ref 4.7.1		
13.	4.2 Manufacturer's Authorization – Ref 4.7.2		
14.	<b>5. Mandatory Documents (Ex: Authority to Sign, POA)</b>		
15.	<b>6. Other Supporting Materials (Ex: Company Profile)</b>		
16.	<b>7. Annexures</b>		

*Note:*

*Bidders must submit the Technical Proposal as per the "Table 1: Bidder Response Format – Technical Bid" and must clearly indicate the Page numbers in the entire Technical Proposal. It is the responsibility of the bidders to ensure that the proposals/bids submitted by them fully address the requirements stated in all the sections of the bidding document. Bidders are required to read all the sections and contents of the bidding document and are required to submit any*

## Section IV – Bidding Forms

*documentation that is asked for in the bidding document, whether or not it is listed in the table above or not. It is the responsibility of the bidders to ensure that the proposals/bids submitted by them fully address the requirements stated in all the sections of the bidding document.*

## 4.1. Letter of Technical Bid

Date:

**IFB No: MT/FIN/15/PROC./07**

**Project: Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution**

To: Secretary  
Ministry of Trade, Commerce and Food Security,  
No: 492, R.A De Mel Mawatha, Colombo 03,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to *Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution* in conformity with the Bidding Document.
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **119** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We undertake, if our bid is accepted, to commence work on the Information Software, Products and/or Services and to achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.  
*[Bidder, as appropriate, include or delete the following paragraph and then subsequently include or delete paragraph below it as appropriate]*
- (e) We hereby certify that all the Software offered in this bid and to be supplied under the Contract (i) either is owned by us, or (ii) if not owned by us, is covered by a valid license from the proprietor of the Software.
- (f) We, *including any subcontractors or manufacturers for any part of the contract*, do not have any conflict of interest in accordance with ITB-4.2.
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the Department of Public Finance;

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## 4.2. Qualification of the Bidder

### 4.2.1. Bidder Information Sheet

All Bidders whether they be individual firms, each partner of a Joint Venture, which are bidding, must complete the information in this form. All Bidders that complete this sheet should also complete the further Qualification Forms provided in this section.

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Please note that a written authorization needs to be attached to this sheet as required by ITB 24.2.

<input type="checkbox"/> Bidder's Information	
<b>Bidder's legal name</b>	
<b>Bidder's actual or intended country of registration</b>	
<b>Bidder's year of registration</b>	
<b>Bidder's legal address in country of registration</b>	
<b>Bidder's authorized representative</b>  (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b>	
(a) 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.	
(b) 2. Authorization to represent the firm or JV named in above, in accordance with ITB 24.2.	
(c) 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.	
(d) 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	

### 4.2.2. Average Annual Turnover

All Bidders whether they be individual firms, each partner of a Joint Venture, which are bidding, must complete the information in this form.

Bidder's Legal Name: \_\_\_\_\_

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

ICB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Annual Turnover Data</b>	
<b>Year</b>	<b>LKR Equivalent</b>
<b>2020- 2021</b>	
<b>2021- 2022</b>	
<b>2022-2023</b>	
<b>Average Annual Turnover</b>	

Note:

Calculated as total certified payments received for contracts in progress or completed, within the last 3 years.

Audited Financial Statements shall be provided for last three (03) years. (If the statements are not in English, English translations of main areas translated by licensed translators with signatures and official stamps shall be attached along with the certified copies of original statements. If the statements ending 2023 (for statements ending December 2023) are not ready by the time of submission, interim reports authorized by the Company Secretary and Board of Directors shall be provided).

### 4.2.3. Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria. Bidder shall submit the Financial Resources requirements exclusively for this project and provide bank contact details for verification.

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (USD equivalent)</b>
1		
2		
3		

### 4.2.3.1. Evidence of Access to or Availability of Credit Facilities

To be completed by the Bidder and, if *JVCA*, by each partner as appropriate to demonstrate that they meet the requirements stated in the **Section III Evaluation and Qualification Criteria**.

#### Evidence of Access to or availability of credit facilities

Date: .....

#### BANK CERTIFICATE

This is to certify that M/s. .... is a reputed company with a good financial standing.

If the contract for the work, namely

.....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of

Rs. ....to meet their working capital requirements for executing to the above contract during the contract period.

.....

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank



#### 4.2.4. General Experience in Information Software, Products and/or Services

General lottery contract experience of the Bidder/ Lead partner, using maximum up-to five (05) projects in five (05) different countries within the last ten (10) years.

General Experience			
Starting and Ending Month/Year	Years	Contract Identification	Role of Bidder
		Bidder/ Lead party name: Contract name: Country: Name of <i>Employer</i> : Project value in USD: Address of <i>Employer</i> : Email of <i>Employer</i> : Telephone of <i>Employer</i> : Brief Description of the Products/ Solutions/ Services supplied by the Bidder: (maximum 500 words)	(Indicate - As contractor, subcontractor or management contractor)
		Bidder/ Lead party name: Contract name: Country: Name of <i>Employer</i> : Project value in USD: Address: Email: Telephone: Brief Description of the Products/ Solutions/ Services supplied by the Bidder: (maximum 500 words)	(Indicate - As contractor, subcontractor or management contractor)
		Bidder/ Lead party name: Contract name: Country: Name of <i>Employer</i> : Project value in USD: Address: Email: Telephone: Brief Description of the Products/ Solutions/ Services supplied by the Bidder: (maximum 500 words)	(Indicate - As contractor, subcontractor or management contractor)
		Bidder/ Lead party name: Contract name: Country: Name of <i>Employer</i> : Project value in USD: Address: Email: Telephone: Brief Description of the Products/ Solutions/ Services supplied by the Bidder: (maximum 500 words)	(Indicate - As contractor, subcontractor or management contractor)

Section IV – Bidding Forms

General Experience			
Starting and Ending Month/Year	Years	Contract Identification	Role of Bidder
		Bidder/ Lead party name: Contract name: Country: Name of <i>Employer</i> : Project value in USD: Address: Email: Telephone: Brief Description of the Products/ Solutions/ Services supplied by the Bidder: (maximum 500 words)	(Indicate - As contractor, subcontractor or management contractor)

Note: Documentary evidence (extracts from the contract or customer reference letter or purchase order) shall be attached for each project.

#### **4.2.5. Specific Experience in Contracts of a Similar Nature**

Use a separate sheet for each contract. It is bidder's responsibility to provide the details of minimum mandatory number of projects under each criterion under Specific Experience and to demonstrate the respective criterion adequately

Contract of Similar Size and Nature		
<b>Sub-Criteria:</b>	<b>Name of the firm:</b>	
<b>Contract No . . . . . of . . . . .</b>	<b>(Name of the project)</b>	
<b>Award Date:</b>	<b>Completion Date:</b>	
<b>Total Contract Amount</b>	<b>USD:</b>	
<b>No of tickets issued per annum</b>	<b>Nos:</b>	
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total:</b>	<b>Amount:</b>
<b>Performance</b>	<b>Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).</b>	<b>Contract was completed USD _____ equivalent under/over original contract amount (if over, provide explanation).</b>
<b>Subcontracting</b>	<b>Approximate percent of total contract value undertaken by subcontract: ____ %</b>	
	<b>Nature of the subcontracted Information Software, Products and/or Services:</b>	
<b>Employer's Name Address Telephone/Fax Number E-mail</b>		
Description of the similarity in accordance with Criteria/ Sub-Criteria		
<b>(It is bidder's responsibility to demonstrate appropriate and valid information with regard to the contract to prove the relevancy and adequacy in similar/ specific area, using maximum 1,000 words)</b>		
<b>Any other relevant Information:</b>		

Note: Documentary evidence (extracts from the contract or customer reference letter or purchase order) shall be attached for each project.

### 4.3. Overall Solution Proposed by the Bidder

The Bidder shall provide adequate information to demonstrate clearly that it has the understanding of the overall objectives of the project, problems, design and architectural considerations, technical approaches, methodologies and best practices to be adopted to meet the overall objectives, aligned with the Schedule of Requirements. It is bidder’s responsibility, wherever applicable and appropriate, to provide examples, illustrations and related artifacts to adequately prove the scenarios.

Bidders shall present the Overall Solution (maximum 75 pages, inclusive of charts and diagrams) divided into the following sub-chapters.

1	Application Software Functionality	Key functional requirements of the proposed solution, including futuristic approach.
2	Solution Design & Architecture	Solution design and architecture translating technical specifications to meet business goals and objectives establishing proper implementation and delivery.
3	Data Center Infrastructure	Datacenter and network infrastructure and combination of network resources, consisting of switches, routers, load balancing, analytics, to facilitate the storage and processing of applications and data.
4	High Availability	High-availability infrastructure configured to deliver quality performance and availability to handle different loads and failures with minimal or zero downtime.
5	Cyber Security	Protecting internet-connected systems, hardware, software, applications and data from cyber threats and any other internal or external breaches.

#### 4.4. Approach and Methodology

The approach to be adopted by the bidder, with justifications and importance with best practices shall be clearly demonstrated. The sales, marketing and distribution strength shall be demonstrated with the proposed approach of meeting the proposed revenue targets. It is bidder’s responsibility to prove that it has a practical and achievable targets, which is derived from reliable information and statistics.

Bidders shall present the Approach & Methodology (maximum 50 pages, inclusive of charts and diagrams) divided into the following sub-chapters.

1	Project initiation, implementation, operation and support & maintenance	
2	The sales, marketing, distribution channel strength within the country and internationally	

#### 4.5. Project Management Plan, Organization and Staffing

Bidders shall propose the Project Management Plan with identification of significance of different components of the project with the methodology(ies) to be adopted during various phases of the project ensuring smooth an effective project implementation. Adequate explanations and justifications shall be provided for selected methodology(ies). The proposed team composition with its hierarchy during major phases of the project shall be clearly described.

Bidders shall present the Approach & Methodology (maximum 20 pages, inclusive of charts and diagrams) divided into the following sub-chapters.

1	Project Management Methodology	
2	Proposed Team Composition & hierarchy	

#### 4.6. Indicative Bill of Material (BoM)

Refer Bidding Document - Section VI Schedule of requirements (Volume 2) Bill of Material and Price Schedule The bidder must propose an indicative Bill of Material as per the below format.

Serial Number	Product and /or Service Item Description	Country of Origin	Unit	Qty	Remarks
<b>Category: Software / Infrastructure etc..</b>					
1.	Specify	Specify	Specify	Specify	
2.	Specify	Specify	Specify	Specify	
3.	Specify	Specify	Specify	Specify	
4.	Specify	Specify	Specify	Specify	
5.	Specify	Specify	Specify	Specify	

## 4.7. Guarantees and Declarations

### 4.7.1. Bid Security (Bank Guarantee)

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:**

**Secretary**  
**Ministry of Trade, Commerce and Food Security**

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ [name of contract] under Invitation for Bids No. \_\_\_\_\_ ("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 \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Employer* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
[signatures]

**Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

### 4.7.2. Manufacturer’s Authorization

Invitation for Bids Title and No.:

To:  
**Secretary**  
**Ministry of Trade, Commerce and Food Security**

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the “Bidder”) to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Software, Products and/or Services produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty/license.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of : \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Note:** This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Manufacturer's Authorizations for Information Technologies – except for those technologies which the Bidder itself manufactures – are required for the following types/categories: *[specify, for example: "none" / "all" / "all active (i.e. powered) equipment and all software"]*.



#### 4.8. BID SUBMISSION FORMS - PRICE BID

##### Bidder Response Format – Price Bid

<b>Order in Bid</b>	<b>Document Number and Information Required</b>	<b>Check Y/N</b>	<b>Page No.</b>
1.	Bidder’s Front Page (Bidder's name. Bid details)		
2.	Bidder Response Format – Price Bid (as a table of contents/checklist)		
	<b>Bid Submission Form</b>		
3.	1 Letter of Price Bid – Ref 4.8.1		
	<b>2 Bidder’s Price Schedules - Ref 4.8.2</b>		

### 4.8.1. Letter of Price Bid

Date: [Bidder: **date of bid**]

**IFB No: MT/FIN/15/PROC./07**

**Project: Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution**

To: Secretary  
Ministry of Trade, Commerce and Food Security,  
No: 492, R.A De Mel Mawatha, Colombo 03

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to **Selection of an Investor for Design, Develop, Implement and Operating of Online Digital Lottery Solution** , in conformity with the Bidding Document.
- (c) The price of our Bid **without VAT**, including any discounts offered is the sum of: [**insert the total Bid Price in words and figures**]
- (d) The price of our Bid **with VAT**, including any discounts offered is the sum of: [**insert the total Bid Price in words and figures**]
- (e) Our bid shall be valid for a period of **119** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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 the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that you are not bound to accept the highest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### 4.8.2. Price Schedule

-	Population	22 million	Annual Committed Sales Volumes (LKR)										Grand Total
-	Eligible for lottery	16 million	Year 1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	LKR
1	No of lottery products												-
2	Total no of tickets per year												-
3	Fixed amount per year												
4	Projected total revenue per year												
5	Share percentage (%)												-
6	Projected revenue share per year												
<b>Total (3+6)</b>													
<b>VAT</b>													
<b>Total (Inclusive of VAT)</b>													

Name of Bidder	Authorized Signature of Bidder:
:	

## **SECTION V. Eligible Countries**

**Not Applicable**

