

Issued to:
M/s
.....
.....



Receipt No.:
Amount : Rs. 2,000.00
(Non refundable fee)
Date :

Procurement of Non Consultancy Services
Under
Limited National Competitive Bidding Procedure (LNCB)
Invitation of Bids
for
Selecting of a Service Provider
for
Scanning, Imaging, Indexing and Updating Data Base of
Final Reports of Department of Land Title Settlement

Contract No: LSD/ACC/04/Doc.Scan/2023(Phase II)

Department of Land Title Settlement
No. 1200/06, "MihikathaMedura"
Rajamalwatta Road,
Battaramulla.

Section I. Instructions to Bidders

A. General

1. Scope of Bid
 - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
2. Qualification and Experience of the Bidder
 - 2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
 - (a) List of Services performed for each of the last five years;
 - (c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) Work plan and methodology
 - (e) List of major items of equipment proposed to carry out the Contract;
 - (f) qualifications and experience of key staff proposed for the Contract;
 - (g) Any other if listed in the Bidding Data.
3. Cost of Bidding
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
4. Site Visit
 - 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents
- 5.1 The set of bidding documents comprises the documents listed below:
- | | |
|--------------------|--|
| Volume 1 | |
| Section I. | Instructions to Bidders |
| Section IV | Conditions of Contract |
| Section VII | Forms of Securities |
| Volume II | |
| Invitation for Bid | |
| Section II | Bidding Data |
| Section III | Forms of Bid and Qualification Information |
| Section V | Contract Data |
| Section VI | Employer's Requirements |
| Section VII | Activity Schedule |
6. Clarification of Bidding Documents
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid
- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; and
 - (b) The second envelope shall be clearly marked "ENVELOPE 2 – FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".
- 8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:
- (i) Volume 1 of the Bidding Document
 - (ii) Bid security if requested;
 - (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
 - (iv) Other information listed in Bidding Data; and
 - (v) Any other information, bidder may wish to include

8.3 The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

8.4 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices
- 9.1 The Contract shall be for the Services, as described in the Employer’s Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Employer’s Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.
10. Currency of Bid and Payment
- 10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.
11. Bid Validity
- 11.1 Bids shall remain valid for the period specified in the Bidding Data.
- 11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. T herequest and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.
12. Bid Se curity
- 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required..

- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids
- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids
- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening
- 17.1 The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 17.2 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause 21.2.
18. Clarification of Bids
- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
19. Examination of Bids and Determination of Responsiveness
- 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, , the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

20
Evaluation of
Qualification
and Experience

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.

20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.

21 Evaluation of
Financial
Bid

21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,.

21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened

21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) Excluding Provisional Sums and the provision, if any;
 - b) Correcting the arithmetical errors in-pursuant to Clause 22.
 - c) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
 - d) Applying any discounts offered by the Bidder.

21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria

23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24. Employer's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25. Notification of Award and Signing of Agreement

25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider

as prescribed by the Contract (hereinafter and in the Contract called the “ Contract Price”).

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26.
Performance
Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27. Advance
Payment and
Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer..

LEASD

Section II - Bidding Data

ITV Clause Reference	Details / Instructions
1.1	The Purchaser is: Commissioner General, Address: Department of Land Title Settlement, No. 1200/6, Mihikatha Medura, Rajamalwatta Road, Battaramulla.
1.2	The intended completion period is – six months (06) from the date of which the contract commencing as per Letter of Acceptance.
2.2	A certified copy of business registration certificate is required to be attached.
5.1	The bidders may quote for total of quantity for all items. At the beginning of the project The LTSD offer the total no of sheets (approximately 106,000 A2/A3/B4 sheets in book format). But, the project will terminate on the quality of the first 1000 scanning sheets without any payments to the service provider
8.4	Address for submission of bids is <i>Chief Accountant,</i> <i>Department of Land Title Settlement,</i> <i>Accounts Division,</i> <i>2nd Floor,</i> <i>No. 1200/6, Mihikatha Medura,</i> <i>Rajamalwatta Road, Battaramulla.</i> Deadline for submission of quotations is : 22.06.2023 at 2.00pm.
9	Bid price : Financial Bid Price is applicable.
10	Currency of Bids and Payments : Sri Lankan Rupees
11.1	Bid validity period is 210 days from the date of opening of bids.
12	The amount of Bid Security shall be Rs. 80,000.00
13	The bids shall be opened at the following address: Chief Accountant, Department of Land Title Settlement, Accountants Division, 2 nd Floor, No. 1200/6, Mihikatha Medura, Rajamalwatta Road, Battaramulla Time and Date : 22.06.2023 at 2.00pm.
15	Deadline for submission is on or before; Date ; 22.06.2023 Time : 2.00pm.
17.1	Bid will be opened on 22.06.2023 at 2.00pm.
16	Other factors that will be considered for evaluation are; <ul style="list-style-type: none"> • The equipment required for scanning shall be freely available. • Business Reg. certificate. • All equipments should be certified and not harmful the environment and users
26	A unconditional on demand performance security shall be obtained from a reputed bank approved by Central Bank of Sri Lanka, This should be 10% of the contract price (without VAT) valid until 01 month beyond the date of completion of contract. If the service provider is exceeded the given time period, the service provider should take action to extend the validity period of the performance security.

Section III.
Forms of Bid, Qualification Information,
Letter of Acceptance, and Form of Contract

Form of Bid

Date :

To : Chairman,
Department Procurement Committee,
Department of Land Title Settlement

Having examined the bidding documents, we offer to provide the Scanning, Imaging, Indexing and Updating Data Base of Final Reports of Department of Land Title Settlement at “Department of Land Title Settlement, Contract No: LSD/ACC/Doc.Scan/2023(Phase II) in accordance with the Conditions of Contract, Employer’s Requirements, and activity schedule accompanying this Bid for the Contract Price ofexcluding VAT
(Amount in words – Sri Lankan rupees)
.....excluding VAT
(Amount in numbers – Sri Lankan rupees)
or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

Name and Title of Signatory:.....

Contact No. :

Name of Bidder:

Address:
.....

Official Seal :

LTSD

LTSD

Qualification Information⁶

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

Schedule A – Experience in Similar Assignments (enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)				
Period	Employer	Description of Works	Amount	Contractor’s Responsibility (%)
		Total		

⁶ Include only the relevant Form as selected under clause 20.3 of Bidding Data

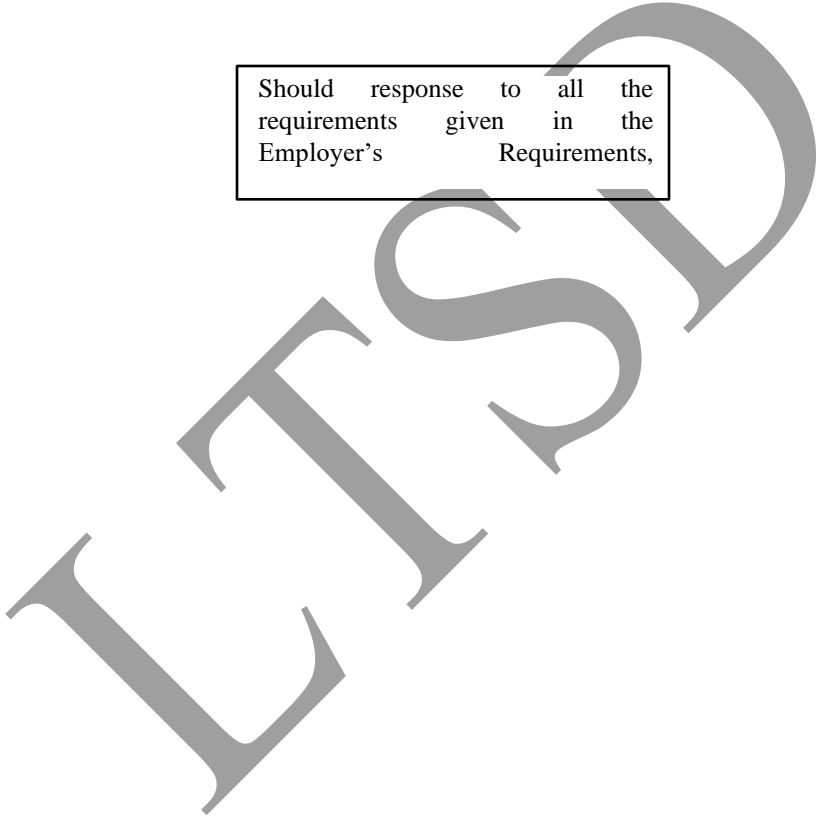
Schedule B – Work Plan and Methodology

[If requested under IT B clause 20.3 only)

(enclosed in envelope marked, “ Envelope 1 – Qualification and Experience Information)

Sheet 1 of ...

Should response to all the requirements given in the Employer's Requirements,



Schedule C – Key Staff [If requested under IT B clause 20.3 only] (enclosed in envelope marked, “ Envelope 1 – Qualification and Experience Information)		
Name	Position	Task

Schedule D –Equipment Proposed to use [If requested under IT B clause 20.3 only] (enclosed in envelope marked, “ Envelope 1 – Qualification and Experience Information)		
Type	Capacity	Number

Schedule E – Client’s Reference
 [If requested under IT B clause 20.3 only)
 (enclosed in envelope marked, “ Envelope 1 – Qualification and Experience Information)

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S, MAKING REFERENCES ON THE
 SERVICES EXECUTED BY BIDDER

Schedule F1 – Annual Turn-over Information
 (Last five years)
 [If requested under IT B clause 20.3 only)
 (enclosed in envelope marked, “ Envelope 1 – Preliminary Information)

Year	Turn-over	Remarks
1		Attach audited reports
2		
3		
4		
5		

Letter of Acceptance
[letter head paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for providing services [name of the Contract and identification number] for the Contract Price of [amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW T HEREFOR the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Employer
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]
For and on behalf of [name of Service Provider]

[Authorized Representative]

Section IV. Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider
- (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

Section VI. Performance Employer's Requirements and Drawings

- 1.3 Language This Contract has been executed in English Language
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representative s Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Section VI. Performance Employer's Requirements and Drawings

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

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- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.5 Service Providers' Actions Requiring Employer's Prior Approval The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

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3.7 Documents Prepared by the Service Providers to Be the Property of the Employer All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

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criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .
- 6.2 Contract Price The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation
 - 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

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the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section V. Contract Data

- 1.1(e) The contract name is Selecting of a Service Provider for Scanning, Imaging, Indexing and Creating Data Base of Final Reports of Department of Land Title Settlement
- 1.1(h) The Employer is Commissioner General of Department of Land Title Settlement
- 1.1(m) The Member in Charge is Chief Accountant
- 1.1(p) The Service Provider is
- 1.4 The addresses are:
- Employer: Department of Land Title Settlement
Attention: Chief Accountant
E-mail : procurement.ltsd@gmail.com
Facsimile: 0112 877602
- Service Provider:
Attention:
- Facsimile:
- 1.6 The Authorized Representatives are:
For the Employer: Chief Accountant
- For the Service Provider:
- 2.1 The date on which this Contract shall come into effect will be the date of issue of the Letter of Acceptance
- 2.2.1 The Starting Date for the commencement of Services is will be as indicated in the Letter of Acceptance.
- 2.3 The Intended Completion Date will be maximum of 180 days from the date of commencement of the contract.
- 3.8 The liquidated damages rate is 10% of the total contract value. The liquidated damages are set between 0.05 percent and 0.10 percent per day.
- 6.5 Payment shall be made within 28 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 56 days in the case of the final payment.

Introduction

Land title settlement department has been established in year 1903 and our record room keeps many more documents maintained for the implementation of Waste Land Ordinance of 1897 and Land Settlement Ordinance No 20 of 1931. In the same way our record room is being received lot of other documents under the Land Title Settlement Act No 21 of 1998. These documents should be managed in a proper methodology.

Among these documents following documents related to settlement program are being kept with our record room.

- Files on village settlement
- Files on Notice
- Maps relevant to villages
- Land tenement lists
- Books containing Gazettes which preliminary notices were published
- Final reports of settlement.

These are documents originated from year 1898. Among these documents there are lot of valuable documents like correspondence between the Department and the Land owners, Divisional Secretaries and the letters with notes put by surveyors regarding land extent.

When we consider about Gazettes there are lot of gazettes related to land published from 1898 are placed in our record room. Some of these Gazettes cannot be found from any other institute. Land sale registers are a kind of document which only possessed by our Department. Any other institute does not contain copies of these documents. These lists contain notes on the manner which state lands were transferred to private individuals and to which price.

Objective:

Advises regarding the conservation of these documents were obtained through the discussions with National Archives Department. Documents to be scanned by now can be categorized in to two parts.

1. Documents and letters related to settlement
2. Land ledgers, Gazette notifications and final reports relevant to settlement determinations

Out of these documents, documents mentioned in No 02 such as Land ledgers, Gazette notifications and final reports are in a situation to scan immediately.

After the long discussions relevant to this matter it was decided to scan land sales books first under two sections as follows.

1. Scanning of essential documents which are difficult to use by now, following restoration.
2. Scanning of other land ledgers as soon as possible and process documents for day today use out of the soft copies

Quantity and the size of the final report lists of this Department are as follows.

	Documents type	No. of pages	Length of a page (cm)	Width of page (cm)	Paper Size
01	Final Reports	**80,000	25	36.4	B4
		21,000	29.7	42	A3
		5,000	42	59.4	A2

** Both sides have been printed (40,000 x 2 = 80,000)

LETSD

Description of scan processing of Final Reports.

Title: Scanning, Imaging, Indexing and Updating Data Base of Final Reports of Department of Land Title Settlement

**Volume :Final Reports – B4 – 80,000
A3 – 21,000
A2 – 5,000**

Duration :four (05) months (one hundred and fifty (150) days). If actual volume exceed specified volume, additional time will be provided.

According to this invitation for bids, the operation of scanning final reports is the sole responsibility of the Service provider. This operation includes the steps of receiving of the Final Reports over the counter, send for scanning operation and hand over to counter. Total project duration is six months (one hundred and eighty (180) days) and one week (seven days) given to setup scanning center.

Final Reports scan processing will be carried out in a Scanning Center provided by the Department of Land Title Settlement (LTSD). This Scanning Center consist of buildings with common amenities but the company should fulfill its own requirements which includes but not limited to equipment needed for the Scanning operation, Computers, Computer Accessories, furniture as well as human resource needed for stipulated work. The company, in consultation with LTSD, must establish adequate security measures to protect the scanning centre from fire and theft during the full course of its occupancy.

Characteristics of the facility;

1. Building for Scanning operation
2. Electricity(Row Power)
3. Water
4. Air conditioning / Fan
5. Security for the building
6. Janitorial Services
7. Rest room facilities

In order to supply the services requested, the service provider must detail in its proposal the utilization plan of the site provided by the LTSD.

It is required that the company submits detailed information in its proposal as to how the processing of the Final Reports completed in the scanning operation is done. The scanning of Final Reports and the preparation partial data files must be completed within the deadlines established (150 days). But it is taken for granted that the Service provider delivers the partially prepared data files (imagers and raw data) from scanning center at regular intervals (once a week from 2nd week of project start).

Besides the requirements detailed in the Description of Services, the company must describe the entire physical and technical infrastructure pertaining to each stage of the Final Reports scanning operation. This includes the technology that will be used, quantity and specification

of the work stations in addition to other furniture, machinery, scanners, servers, computers, consumables, network system implementation and other components.

- 1 Proposed working days per week = 5 days (on request Saturday, Sunday and Public Holydays allowed)
- 2 Working hours per day = 10 hrs (Between 0800hrs and 1800hrs)
- 3 Sheet size : B4/A2/A3
4. Document type : Book
5. Sheet content : Hand written, multi-colour characters in both side of paper
6. When scanning documents, the image should be the true color and the same size as the Sheet. That is, B4/A2/A3 scanners should be used. Documents should be scanned in original size.

Mandatory Requirements for Scan Processing

General requirements

The bidders in their proposal should address the information given under general services of scan processing and specific services required by the LTSD. The deadlines should be consistent with the time frame and deadlines established by the LTSD.

The service provider together with its scanning center staff will be subject to the legislation pertaining to the LTSD rules and regulations.

The bidder must include in the proposal a strategic plan for the scanning of Final Reports. The bidder must present a Gantt chart detailing the plan. It must specify the quantity and profile of the resources involved and must include the substitutes for contingencies. Besides, the proposal must include the organization structure and define the functions, responsibilities and also the curriculum vitae and the commitment letter that guarantee their dedication to the project.

It is the responsibility of the staff provided by the service provider working in scanning center to be very conversant with the quality control process implemented and to guarantee the accuracy of the data.

The bidders in their proposal may specify clearly its “added value” This means all the activities, services or additional products offered in addition to those required, but that contribute to obtain a better quality and efficiency of the services required.

The service provider must prove with relevant documentation its experience in scan processing using optical recognition of marks, characters and images.

The company should be able to scan at least, 350 A2 pagers per day with its existing equipment. The service provider will have to justify his cope with the targets.

The curriculum vitae of the following personnel will have to be furnished to the LTSD by the service provider.

QUALIFICATION OF THE PROJECT STAFF

Project Team must include following staff members with given qualifications and experiences

#	Key Staff	Qty	Years of Experience	Required Qualification Summary
1.	Project Consultant	01	02 Years in similar capacity	CDIA or CIP or equivalent
2.	Project Manager	01	03 Years in similar capacity	PMP
3.	Project Supervisor Scanning	01	03 Years in similar capacity	Diploma or equivalent
4.	Project Supervisor Data Entry	01	03 Years in similar capacity	Diploma or equivalent
5.	Database & Systems Administrator	01	03 Years in similar capacity	MCTS or equivalent
6.	Technical Support Engineer Hardware –	01	03 Years in similar capacity	Vendor Certified Engineer for Documents Scanners and document capturing software
7.	Consultant for Book binding & Restorer to the Conservation and Preservation of Documents	01	02 Years in similar capacity	Certification for Conservation Preservation of records or similar certificate
8	Data entry and quality assurance operators	Minimum 10	1 year in similar capacity	Passed GCE O\L
9	Scanning and document preparation staff	Minimum 5	1 year in similar capacity	Passed GCE O\L

- The Vendor should supply the copy of document to prove the claim.

Training of scanning center staff

The service provider must take all measures to select a high performing team of scanning staff to work in the scanning center and it is his responsibility to train them on the job, and look into their day human resource issues in order to obtain an uninterrupted service from them.

The technology proposed to use in scanning Final Reports be capable of direct optical recognition/ data entry.

There must be full consistency between the information collected in the records of the database and what is appearing on the Final Reports for any event selected at random.

General Activities

The company must inform periodically to the LTSD about the development of this activity and in the proposal it must be established the method used and the frequency of the report releases. All this will be carried out independently from the quality control proceedings applied by the LTSD in situ which protocols will be developed once the contract is awarded.

Organization of work sets

The “work set” that will be used to process the mark sheets of the Final Reports.

The company must elaborate a detailed proposal of the method or technique that will be used to prepare the work sets that will be processed with the mark, characters and image recognition technology.

The company must include all the operative procedures allowing the documents with any kind of “failure” recovers its original condition.

The service provider should propose and use appropriate technologies / methodologies / processes to protect old documents from misplacing.

A flow chart will be required by the service provider of the scanning process.

Main steps in scanning process:-

- a) Capture the characters in the Final Reports as images.
- b) Conversion of data contained in the images should be in ASCII format and finally upload in to database.
- c) A method of correcting characters that cannot be identified by the scanning software in its actual context.
- d) A method to include the corrected data in the proper place.
- e) A very reliable backup and restore system.
- f) Follow up and work flow control subsystem

The service provider must specify the brand and model of scanners he is going to use in this operation. It is important to keep LTSD informed about the spare part stock pertaining to the scanners by scanning center. The service provider must keep a backup scanner in scanning center to make up for a faulty machine.

The service provider must accompany the necessary technology to “convert” the characters and other control and identification information into a suitable digital format. As described above the most popular technologies to do this conversion and obtain ASCII files are Optical Mark Recognition System (OMR) and optical Characters recognition System (OCR), Intelligent Character Recognition (ICR) known as “OMR/OCR/ICR engines” or data entry.

As there is a chance that the “OMR/OCR/ICR engines do not yield expected results in the conversion process, the system must have the ability to use an alternative process for the conversion. This alternative process must handle difficult situations where the marks are unrecognizable or misinterpreted or any other reason calling for special attention.

Periodically the ASCII files and the images must be digitally saved and backed up as two verified copies.

The high processing volume to be completed within the given time frame demands the LTSD to monitor the day today functioning of the service provider. Thus the system must have built in processes to issue operational reports on demand.

The service provider must include an automatic and highly reliable backup and recovery subsystem to be deployed in adverse situations. These subsystems must be fully described in the proposal.

The service provider must arrange a Work Flow Follow up and Control Subsystem (WFFCS) that informs of the status of each process whether it is manual, semiautomatic or automatic. The company must set out the methodology and resources that will be used in monitoring the whole process in the scanning center. The WFFCS must have the capacity to control and inform about the manual, semiautomatic or automatic processing situations of the different processes including the exceptional situations. Thus the proposed system must be very flexible.

Coherence

The company must detail in its proposal the verification mechanism and associated actions that guarantee the correct assignation of identification codes that associate the Final Reports with the documents they belong. The service provider's proposal must include the operation of the verification mechanism by which one can make sure that the most appropriate data corresponding to the characters in the Final Reports has gone into the data file.

The proposal must indicate the specific instances, method or techniques and resources where the service provider will be required to know the one to one correspondence between the Sales Register's Sheets and the data record. The proposal must explicitly describe the way by which the uniqueness of the data record tied up to a particular Final Reports is assured and the corrective action taken to rectify a probable erroneous situation. Also, the company must describe the role to be undertaken by the LTSD in this activity.

Verification mechanisms

The company must detail in its proposal,

- a). The verification mechanisms and corrective action that guarantee the quality of the processes data.
- b) Issuing of automatic consistency reports by work set.

The company must indicate using a suitable measuring system which is the minimum quality level guaranteed by its proposal and which will be the procedure(s), methods and resources that sustain it. Thus, the LTSD will have no doubts on the output as a true representation of the result sheet. The company must explain the role assigned to the LTSD in this connection.

The LTSD expects an accuracy rate of 100% for all marks detected at scanning (OMR) and an accuracy rate of 90% for alpha numeric characters (OCR and ICR or Data Entry). The batches with less than the accuracy rate specified above will be returned to the service provider for reprocessing.

Treatment of exceptional situations

The company must specify in its proposal the operative proceedings and/or the software, ad-hoc software solutions, and the role of LTSD in the exceptions handling. That means the service provider will have to describe the methodology adopted to process the schedules that can't be processed in the agreed way.

Note – The volume of such un-scanable sheets will be relatively low (less than 25% from total volume).

The exceptional situations will be rejection of Final Reports in the optical reading process any other situations, the company must explain the role undertaken by the LTSD in this connection. The company should recommend to LTSD, the most suitable server configuration to install and run the encoding support software. In addition, the company shall recommend to the LTSD the necessary hardware (network configuration, workstations etc) so that the image and data retrieve process is conducted as efficiently.

Final Output

The LTSD needs the processed data to be provided as

- i. **ASCII data files** : Store all result data records with relevant identification information(Box No., Province, District, Village, Village Number, Lot Number, Land Name)
- ii. **Sheet image files (TIFF format)** :Store all Final Reports imagers with relevant identification information(Box No, Province, District, Village, Village Number, Lot Number, Land Name). This imagers should display the image of the Final Reports and sheet wise in MS-Windows-based applications
- iii. **Volumeimage file (PDF form)** : This imagers should be save in volume vise PDF format.
- iv. **Database:**Store all sales data records and integrate with relevant imagers with relevant identification information and user-friendly **DBMS** for search, retrieve, print and download sheet imagers.
- v. The proposal must also include the plan for training the LTSD staff on software besides hardware resources and the operative system required for its routine operation at the LTSD office.
- vi. Images and data require a comprehensive two-year warranty. If any errors are found during this warranty period, the service provider should correct those errors free of charge.

Granting of Contract and its Condition

The relevant contract will be awarded for the whole work or part thereof. After scanning the first 1000 sheets and extracting the data, its quality will be checked by LTSD. Depending on its success, approval will be given to proceed with the contract work. If the expected success is not achieved in sample test, action will be taken to provide another opportunity (1000 sheets for scan and data extraction) or terminate the contract awarded. If this contract is terminated, no payment will be made.

Payment Methodology

Payment will be made monthly for scan and data extraction. For this purpose, at the end of each month, scan and data extraction completed and submitted to the department for inspection and the department certified quantity will be paid. The payment for database related activities will be pay for the end of the entire task. Also, if any payment is made for damage sheets under the relevant conditions, it will also be made at the end of the entire work. All of these payments are subject to applicable withholding.

Requirements to ensure security and safety of information in Final Reports

1. The service provider should take all possible measures to prevent any information security threats and to overcome the risk of misplacing Final Report Sheets to prevent altering or disclosing any information therein.
2. It is a responsibility of the service provider to ensure that no staff member bring in any analogue or digital devices capable of capturing, recording, transferring, storing or porting of information in any form.
3. Service provider should sign a non disclosure agreement.
4. Service provider should submit to the LTSD the security clearance details of all its employees such as company identity card details, national identity card details.
5. Scanning of Final Report Sheets should be carried out without aggravating the condition of the torn or damaged Final Reports.
6. In case a Final Report Sheets is damaged or found to be damaged and cannot be scanned, it should be recorded and reported to the LTSD officer who is in charge of the scanning center. Only after assessing the damage by the said officer, an alternative process to read the data in the Final Report Sheets should be carried out under the supervision of the LTSD officer.
7. Service provider shall take all possible measures to prevent any losses, replacements, alterations, malpractices and/or damages to physical or digitized information.
8. Staff of the service provider shall be subject to security surveillance system implemented by LTSD in the document and data capture environment for the purpose of close monitoring of activities.
9. All data stored in the service provider's computer equipment should be erased in the presence of a responsible LTSD staff before replacing them or removing them upon completion of the contract.

Section VIII. Security Forms

Annex A Form: Bid Security (Bank Guarantee)

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date Signature of the Bank _____

Witness Seal _____

[signature, name, and address]

Annex B Form: Performance Bank Guarantee (Unconditional)

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Technical Specifications

#	Specification	Compliance FC-Fully Compliance PC-Partially Compliance NC-Non-Compliance	Notes
	Document Imaging		
1.	<p>The vendor's document conversion process should have the following workflow steps. A separate technical writeup should be attached covering all the areas of the listed workflow steps.</p> <ol style="list-style-type: none"> 1. Acceptance of document for scanning 2. Document scanning 3. Quality assurance of scanned images 4. Metadata indexing 5. Quality assurance of metadata captured. 6. Follow up verification. 7. Transfer \ final output file generation 8. Handing over of the completed volumes 		
2.	The vendor should scan the document without unbinding the books		
3.	Any fragile documents should be handled with care and should use overhead type scanners to do the scanning on those quality documents		
4.	Overhead scanning method should use to do the document scanning.		
5.	Document should be handled with utmost care and any damaged or torn document should be reported to the customer before scanning.		
6.	Should have mechanism not to lose any documents from the respective books \ files.		

#	Specification	Compliance FC-Fully Compliance PC-Partially Compliance NC-Non-Compliance	Notes
7	The vendors scanning applications should have VRS or similar technologies to automatically enhance the scanned image quality		
8.	The vendors scanning applications should have automatic document separation mechanisms using barcodes \ patch codes, separations sheets and fixed pages.		
9.	The scanning applications should be capable of automatically generating output folders using the indexes and should not have any level limitations		
10.	<p>The output should be in following formats</p> <ul style="list-style-type: none"> - Images – multipage TIFF - Metadata – TXT with field separations 		
11.	The images should be in colour		
12.	A single scanned A2 page must be less than 1 mb		
13.	Suitable image compression methods should be used to minimize the size of the images but not dropping the quality of the images. The compression method should be mentioned by the bidder.		

#	Specification	Compliance FC-Fully Compliance PC-Partially Compliance NC-Non-Compliance	Notes
14.	<p>The following image enhancement should be in place with the scanning application</p> <ul style="list-style-type: none"> - Auto crop - Black border removal - Automatic blank page deletion - Automatic punch hole removal - Deskew of images - Edge clean-up - Edge fill - Auto rotate 		
15.	<p>The scanned images should be clear enough to read and should have an exact copy of the original document with exact content. Any notes and tiny objects must be visible in the output as well.</p>		
16.	<p>Any unusual lines or unusual color changes must be eliminating on the scanned images</p>		
Metadata Indexing and Quality Assurance			
17.	<p>The vendors metadata capturing system should have the following features inbuilt</p> <ol style="list-style-type: none"> 1. OCR \ ICR metadata capturing 2. Manual indexing 3. Database validations 4. Dropdown list pickup 		
18.	<p>The vendor should use independent data entry and quality assurance option to eliminate same person do the data entry and quality assurance</p>		
19.	<p>The metadata indexing system should be capable or defining the validation rules based on the indexing fields complexity</p>		

#	Specification	Compliance FC-Fully Compliance PC-Partially Compliance NC-Non-Compliance	Notes
20.	The vendor's metadata indexing system should have the indexing field allocations option based on the work specialization of the operator.		
21.	The metadata indexing application must have the double data entry option and visual quality assurance option to enhance the quality level		
22	Vendor should perform 100% quality assurance on the data entry output and periodically QC report must be submitting to the LTSD.		
23	The Vendors metadata indexing system should have a supervisory module to do random checks by the officer appointed by the LTSD		
24	All the user activities should be logged in the system and any given time user activities should be able view from report.		
25	Accuracy of the metadata should meet the six-sigma quality level		
26	The Vendor should provide an extra terminal to LTSD officers to do the random data checking on the completed volumes		
Output handing over			
27.	The output images and data should be given in organized folder structure.		
28	The output should be copied in a portable hard disk drive and copy of the same should be given in DVDs.		

#	Specification	Compliance FC-Fully Compliance PC-Partially Compliance NC-Non-Compliance	Notes
Data Security			
29	All the desktop computers and servers should be windows AD authentication enable and users must have individual user accounts to login to the system		
30	All the data transferring ports must be disable in the computers and other devices using in the project		
31	Mobile phones and any personal image capturing devices must be prohibited of using at the project premises all the time.		

Authorized Signature:

Name and Title of Signatory:

Contact No. :

Name of Bidder:

Address:
.....

Official Seal :

Compliance sheet for Qualification Information and Performance Specification requirements

	Qualification	Reference Page Number in your proposal/evident document
1	The bidder needs to be in the business of document scanning and automated data extraction for a minimum of 5 years	
2	<p>The bidder should have experience as prime contractor in completing three (3) projects covering imaging of manual records, capturing of digitized data, and each amounting to a minimum of hundred thousand A2 pages . The bidder should provide at least 3 references whose document scanning and data extraction projects have been completed. (one project should be government project)</p> <p>The bidder shall provide following details for a maximum of 5 projects undertaken by him as a prime contractor. (Information for additional projects should be annexed separately and will be used for the evaluation)</p>	
3	Project-1	
	Project Duration:- From: To:	
	ICR/OCR/OMR Character Volume:	
	Form Volume with paper size:	
	Client contact details: Name : Address : Telephone No. : Fax : email :	
	Scanning Software Should be from a reputable scanning software vendor having done similar projects (single project over one million pages). Provide documentary evidence. Software used : Brand and version : Vendor: Project: Brand and version: No. of Licenses: Capacity per day: Total Volume: Document separation technology: Image enhancement technology: Forms identification technology: Quality Assurance method :	

Qualification	Reference Page Number in your proposal/evident document
Project-2	
Project Name:	
Project Duration:- From: To:	
ICR/OCR/OMR Character Volume:	
Form Volume with paper size :	
Client contact details: Name : Address : Telephone No. : Fax : email :	
Scanning Software Should be from a reputable scanning software vendor having done similar projects (single project over one million pages). Provide documentary evidence). Software used : Brand and version : Vendor: Project: Brand and version: No. of Licenses: Capacity per day: Total Volume: Document separation technology: Image enhancement technology: Forms identification technology: Quality Assurance method:	
Data Extraction Software Should be from a reputable data extraction software vendor having done similar projects. Provide documentary evidence. Software: Brand & version : Vendor: No. of Licenses: Capacity: Accuracy : (a) OMR (b) OCR/ICR	

Qualification	Reference Page Number in your proposal/evident document
Project-3	
Project Name:	
Project Duration:- From: To:	
ICR/OCR/OMR Character Volume:	
Form Volumewith paper size :	
Client contact details: Name : Address : Telephone No. : Fax : email :	
Scanning Software Should be from a reputable scanning software vendor having done similar projects (single project over one million pages). Provide documentary evidence). Software used : Brand and version : Vendor: Project: Brand and version: No. of Licenses: Capacity per day: Total Volume: Document separation technology: Image enhancement technology: Forms identification technology: Quality Assurance method:	
Data Extraction Software Should be from a reputable data extraction software vendor having done similar projects. Provide documentary evidence. Software: Brand &version : Vendor: No. of Licenses: Capacity: Accuracy : (a) OMR (b) OCR/ICR	

	Qualification	Reference Page Number in your proposal/evid ent document
4	The service provider should be able to scan up to 350 A2pages per day with regard to this project (physical inspections of the successful bidders will be carried out by the evaluation staff) Please indicate the Hardware and Software that will be used for the Scanning and Data Extraction and its ability to perform the said task.	
	Hardware	
	Software	
	Total Daily Capacity in pages (A2)	

Authorized Signature:

Name and Title of Signatory:

Contact No. :

Name of Bidder:

Address:

.....

Official Seal :

Evaluation Criteria

Bids will be evaluated based on its technical compliance, the marks will be assigned according to the following points criteria.

	Qualification	Marks	
1	Number of years the company has been in the document scanning and automated data collection business. (qualification criteria is a minimum of 5 years)	10	5 Years - 5 marks 6 Years - 6 marks 7 Years – 7 marks 8 Years - 8 marks 9 Years -9 marks 10 & over – 10 marks
2	Experience as prime contractor in completing a maximum of 5 projects covering imaging of manual records, capturing of digitized data each amounting to a minimum of one (1) million A4 pages or equivalent in different paper sizes per project	10	Government projects will get 4 marks. Other projects will get 3 marks.
3	Having experience in similar projects in LTSD	10	
4	Forms Scanning and data extraction process The scanning process will be evaluated based on the following criteria. <ul style="list-style-type: none"> a. Sufficiency of the equipment, software and personnel to manage entire volume and process including scanning, capture, data validation and verification, and data formatting and releasing within the stipulated time period b. Uniformity of the equipment configuration to ensure quality of the capture process and accuracy of data c. Documents separation and identification d. Batch management e. Image quality assurance <ul style="list-style-type: none"> I. Capture image quality II. Used technologies like virtual re scan(VRS) , f. Perfect Page or similar g. De-skew and automatic image processing h. Scanning workflow management i. Pre processing j. Refilling process k. Floor management l. Project management techniques m. Access and security management n. Log and batch historical reports 	40	Base on document evident (mention relevant page numbers in your proposal)

	Qualification	Marks	
5	<p>Capturing Software Requirements The scanning software will be evaluated against following criteria.</p> <ol style="list-style-type: none"> a. Integration with the scanner (to what extent) b. Dynamic/adaptive threshold capabilities for image optimization (Similar to Virtual Re-scanning) c. Automatically de-skewing misaligned images. d. remove unwanted lines from scanned images e. Distinguishing poorly printed/formed schedules f. Use of voting engines for more accurate data output g. Using work distribution for efficient batch/queue processing and aggregations h. Intelligent identification of mistakes/corrections i. Any other special features and capabilities that will be helpful for the project (need to establish) 	10	<p>Base on document evident</p> <p>(mention relevant page numbers)</p>
6	<p>Other requirements</p> <ol style="list-style-type: none"> a. Using appropriate quality assurance and quality control mechanism to ensure that there will be no double scans, abnormal scanning of papers or incorrect data extraction. b. Image <ul style="list-style-type: none"> • Ability to export image • Any creative value additions c. Uploading the records and entering metadata of the record into database. 	20	<p>Base on document evident</p> <p>(mention relevant page numbers)</p>
	Total	100	

Bidder must score a minimum of 70 marks from total to be qualified.

Price Schedule

Item	Description	Size of the sheet	Unit	Estimated number of Units (1)	Unit Price Excluding VAT (2)	Total Price Excluding VAT	VAT Amount (Sri Lankan Rupees)
					(Sri Lankan Rupees)	(Sri Lankan Rupees) (3) = (1) x (2)	
1	Scanning and preparation of image (TIFF & PDF format)	B4	Per sheet	80,000			
		A3	Per sheet	21,000			
		A2	Per sheet	5,000			
2	Indexing of fields in sheet		Per sheet	106,000			
3	Extend existing Database & management software with three years license		Per Item	1			
Total Cost							

Maintenance

		Total Price Excluding VAT (Sri Lankan Rupees)	VAT Amount (Sri Lankan Rupees)
01	Annual Maintenance Fee after 03 years warranty period (Sri Lankan Rupees)		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Authorized Signature:

Name and Title of Signatory:.....

Contact No. :

Name of Bidder:

Address:

.....

Official Seal :

Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B—Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C—Key Personnel

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to, and staff-months for each.

Appendix D—Services and Facilities Provided by the Employer

Section VI. Employer's Requirements and Drawings
(Describe Outputs and Performances, rather than Inputs, wherever possible)

A set of precise and clear Employer's Requirements is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the competitive bidding, the Employer's Requirements must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of Services to be procured.

Samples of Employer's Requirements from previous similar assignments are useful in this respect. There is no standard set of Employer's Requirements for universal application.

Care must be taken in drafting Employer's Requirements to ensure that they are not restrictive.

These Notes for Preparing Employer's Requirements are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Section VII. Activity Schedule

Notes on the Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities and nature of Services to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final document

Annex C Form: Bank Guarantee for Advance Payment

To: [name and address of Employer] [name of
Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“ Advance Payment”) of the above-mentioned Contract, [name and address of Service Provider] (hereinafter called “the Service Provider”) shall deposit with [name of Employer] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]

We, the [Bank or Financial Institution], as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding [amount of Guarantee] [amount in words]

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date:

LTSD