



Strengthening Democratic Governance and Accountability Project
(SDGAP)

Request for Proposals (RFP)

No. RFP-COL-18-0023

Document Archival System for The Parliament of Sri Lanka

Issue Date: February 12, 2018

WARNING: Prospective Offerors who have received this document from a source other than DAI should immediately contact SDGAPProcurement@dai.com and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted in the project website

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1. Synopsis of the RFP

RFP No.	RFP-COL-18-0023
Issue Date	February 12, 2018
Title	Document Archival System for the Parliament of Sri Lanka
Issuing Office & Email for Submission of Proposals	SDGAP SDGAPProcurement@dai.com
Deadline for Receipt of Questions	February 26, 2018 by 5.00 P.M Colombo local time.
Deadline for Receipt of Proposals	March 12, 2018 by 5.00 P.M Colombo local time.
Point of Contact	SDGAPProcurementinbox@dai.com
Anticipated Award Type	Firm Fixed Price Subcontract
Basis for Award	An award will be made based on the Trade Off Method. The award will be issued to the responsible and reasonable offeror who provides the best value to DAI and its client using a combination of technical and price factors.

2. Introduction and Purpose

2.1 Purpose

DAI GLOBAL LLC (DAI), the implementer of the Strengthening Democratic Governance and Accountability Project (SDGAP), invites qualified offerors to submit proposals to Supply, Install, Commission & Maintain a Document Archival System for the Parliament of Sri Lanka in support of program implementation. The Strengthening Democratic Governance and Accountability (SDGAP) Project was officially launched at the Parliament of Sri Lanka on Nov 23, 2016. SDGAP is a three-year initiative funded by USAID to support the Government of Sri Lanka in its efforts to strengthen democratic governance and accountability. The Project Outcome is More Effective and Accountable Governance supported by three project objectives: Strengthened public accountability systems; improved strategic planning and communication, policy reform and implementation processes; and, increased political participation of women and under-represented groups in democratic governance.

2.2 Issuing Office

The Issuing Office and Contact Person noted in the above synopsis is the sole point of contact at DAI for purposes of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

2.3 Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price Subcontract. This subcontract type is subject to change during the course of negotiations.

Please note that under a Firm Fixed Price Purchase Order, the total amount may not be adjusted if the actual costs are higher or lower than the fixed price amount. Offerors are expected to include all costs, direct and indirect, into their total proposed price.

3. General Instructions to Offerors

3.1 General Instructions

“Offeror”, “Subcontractor”, and/or “Bidder” means a firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

Proposals are due no later than March 12, 2018 by 5.00 P.M. Colombo Local time and must be submitted via email to SDGAPprocurement@dai.com with “RFP-COL-18-0023 – Document Archival System for the Parliament of Sri Lanka” in the subject line. Late offers will be rejected except under extraordinary circumstances at DAI’s discretion.

The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror’s agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

3.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 180 days for the prices provided.
- Acknowledge the solicitation amendments received.
- The Offeror will certify that they will cooperate with the Parliament of Sri Lanka in a professional and respectful manner, and adhere to the prevailing rules and procedures of the delivery site.
- Offeror shall confirm willingness to sign a non-disclosure / confidentiality agreement with the Parliament of Sri Lanka to guarantee data and document security and information confidentiality.
- The Offeror shall confirm willingness to agree on such a schedule with the Parliament of Sri Lanka so as to cause minimum disturbance to the Parliament daily activities during provision of the services.

3.3 Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in writing via email to the Issuing Office as specified in the Synopsis above. No questions will be answered by phone. Any verbal information received from a DAI or SDGAP employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

4. Instructions for the Preparation of Technical Proposals

Technical proposals shall be submitted in a separate email from cost/price proposals, and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL".

Technical proposals shall include the following contents

1. Technical Approach - Description of the proposed goods and services which meets or exceeds the stated technical specifications or scope of work in Attachment A. The proposal must show how the Offeror plans to complete the work and describe an approach that demonstrates the achievement of timely and acceptable performance of the work.
2. Management approach – Description of the Offeror's staff assigned to the project. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach.
3. Past Performance –Provide a list of at least three (3) recent awards of similar scope and duration. The information shall be supplied as a table, and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, description of any problems encountered and how it was resolved, and a current contact phone number of a responsible and knowledgeable representative of the organization. See Attachment F.

4.1 Goods and Services Specified

Description of the goods proposed, including quantity, estimated time of delivery, and estimated price. Goods offered must meet or exceeds the stated technical specifications or scope of work listed in Attachment A.

4.2 Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, are considered significantly more important than cost/price factors.

Evaluation Criteria	Evaluation Sub-criteria (if needed)	Maximum Points
Technical Approach, conceptualization, implementation, and monitoring of the project	Innovation and efficiency	20 points
Technical Specifications and response to SOW requirements	Detailed equipment, part numbers, models and specifications, description of all activities and confirmation that requirements can be fulfilled	40 points
Management Approach and Personnel Qualifications of proposed staff. The vendor must explain how they will be able to achieve timely completion of deliverables with proposed staffing and technology (provide matrix for determining the required resources)		20 points
Corporate Capabilities and Past Performance	Performing tasks of similar complexity	20 points
Total Points		100 points

5. Instructions for the Preparation of Cost/Price Proposals

5.1 Cost/Price Proposals

Cost/Price proposals shall be submitted in a separate email from technical proposals, and shall be clearly labeled as "VOLUME II: COST/PRICE PROPOSAL".

Provided in Attachment C is a template for the Price Schedule, for firm-fixed price awards. Offerors must also provide a detailed budget in excel spreadsheet and corresponding budget notes to allow for a complete price analysis. Offerors shall complete the template including as much detailed information as possible.

It is important to note that Value Added Tax (VAT) shall be included on a separate line. These services are not eligible for VAT exemption under the DAI prime contract. The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

Proposed prices must be inclusive of any and all delivery, import, license and installation fees and any other taxes and fees as applicable.

6. Basis of Award

6.1 Best Value Determination

DAI will review all proposals, make an award based on the technical and cost evaluation criteria stated above, and select the offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

DAI may award to an Offeror without discussions. Therefore, the initial offer **must contain the Offeror's best price and technical terms.**

6.2 Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

1. Provide evidence (Ex. Business Registration) of the required business licenses to operate in the host country.
2. Evidence of a DUNS number (explained below and instructions contained in Attachment D).
3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below).
4. Having adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI. (Audited financial reports for past 3 years)
5. Ability to comply with required or proposed delivery or performance schedules. (past experience of similar complex projects)
6. Have a satisfactory past performance record. (past experience of similar complex projects)
7. Have a satisfactory record of integrity and business ethics. (internal controls of the organization)
8. Have the necessary organization, experience, accounting and operational controls and technical skills. (past experience of similar complex projects)
9. Have the necessary production, construction and technical equipment and facilities if applicable. (level of affiliation with the original supplier)
10. Be qualified and eligible to perform work under applicable laws and regulations. (legal acceptance and registration)

7. Anticipated Post-Award Deliverables

Upon award of a subcontract, the deliverables and deadlines detailed in below table will be submitted to DAI. The Offeror should detail proposed costs per deliverable in the Price Schedule. All of the deliverables must be submitted to and approved by DAI before payment will be processed.

No.	Description	Deliverable	Time Period required for deliverables (Vendor should Propose)
1	Detailed implementation plan in compliance with the requirements provided in the RFP. Provision of recommendations for the parliament current storage system, technology and document management system.	Project management plan accepted by the Parliament and SDGAP. Recommendations report.	
2	Deployment of team to the Parliament, Finalize, workflow and develop indexing and naming convention for scanned documents in cooperation with the Parliament library staff and ensure that all possible meta data can be documented in the scanning / digitizing software in line with developed metadata content for the current library.	Workflow, indexing, naming convention, meta data developed and document submitted to the Parliament and SDGAP.	
3	Equipment delivery and installation in the parliament and testing	Equipment operational and tested	
4	Pilot scanning of Priority 1 documentation and indexing; 10% of the project volume	Report on Results	
5	Review, correction and necessary and confirmation of the pilot phase	Report on the pilot phase results with required corrections / revisions submitted to the Parliament and SDGAP	
6	User training for parliament staff	Training report submitted to Parliament and SDGAP	
7	Scanning and indexing of Priority 1 documents	Scanned documents per priority – report on scanned documents submitted to Parliament and SDGAP	
8	Scanning and indexing of Priority 2 documents	Scanned documents per priority – report on	

		scanned documents submitted to Parliament and SDGAP	
9	Scanning and indexing of Priority 3 documents	Scanned documents per priority – report on scanned documents submitted to Parliament and SDGAP	
10	Commissioning and handing over; user acceptance testing	User acceptance testing report submitted to Parliament and SDGAP	
11	Warranty and Maintenance Agreement signed between the vendor and the Parliament (3-year warranty and maintenance)	Copy of signed Maintenance Agreement provided to SDGAP	
Maximum Period of Performance			

8. Inspection & Acceptance

The designated DAI Project Manager and the technical committee of the parliament will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all equipment or supplies are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

9. Compliance with Terms and Conditions

9.1 General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment G.

9.2 Source and Nationality

Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries.

Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries: excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at:

<http://www.usaid.gov/policy/ads/300/310maa.pdf> and
<http://www.usaid.gov/policy/ads/300/310mab.pdf> respectively.

DAI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the

System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries nor can the vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

9.1 Data Universal Numbering System (DUNS)

There is a **mandatory** requirement for your organization to provide a DUNS number to DAI. The Data Universal Numbering System is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity. Without a DUNS number, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Offerors who fail to provide a DUNS number will not receive an award and DAI will select an alternate Offeror.

All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above **are required** to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

For those required to obtain a DUNS number, see Attachment D: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors

For those not required to obtain a DUNS number, see Attachment E: Self Certification for Exemption from DUNS Requirement

9.2 Insurance: The successful Offeror shall purchase and maintain through the course of the Work such insurance as will protect the Subcontractor, Client and Contractor from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subcontractor or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. If requested, the Subcontractor will provide the Contractor with satisfactory evidence of compliance with this requirement.

10. Procurement Ethics

Neither payment nor preference shall be made by either the Offeror, or by any DAI staff, in an attempt to affect the results of the award. DAI treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and DAI employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Offeror or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1-503-597-4328, via the DAI website, or via email to Ethics@DAI.com. DAI ensures anonymity and an unbiased, serious review and treatment of the information provided. Such practice may result in the cancellation of the procurement and disqualification of the Offeror's participation in this, and future, procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Offerors must provide full, accurate and complete information in response to this solicitation. The penalty for materially false responses is prescribed in Section 1001 of Title 18 of the United States Code.

In addition, DAI takes the payment of USAID funds to pay Terrorists, or groups supporting Terrorists, or other parties in exchange for protection very seriously. Should the Terrorist, groups or other parties attempt to extort/demand payment from your organization you are asked to immediately report the incident to DAI's Ethics and Compliance Anonymous Hotline at the contacts described in this clause.

By submitting an offeror, offerors certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted.

11. Attachments

11.1 Attachment A: Scope of Work for Services or Technical Specifications

11.1.1 Scope of Project

1. Review of Parliament current storage capacities, technology and document management system and provide recommendations
2. Develop project management plan, present to the Parliament and SDGAP. Acceptance is required by the Parliament and SDGAP.
3. Provision, installation and configuration of high capacity scanning equipment and software capable of handling fragile documents and books

Please see Table 1 on pages 13 & 14

4. Provision, installation and configuration of archiving server with adequate storage, redundancy, power conditioning and backup solution.

The supplier should propose a server and the software required for the proposed work with adequate storage. At the end of the project, the scanned documents will be integrated by the Parliament into a document management system that is now being developed. The supplier should provide a licensing mechanism which is cost effective for the system to be maintained over a long period of time. The supplier should work with Parliament to ensure that there are no conflicts between two projects.

5. Finalize workflow and develop indexing and naming convention, in all three languages, for scanned documents in cooperation with the Parliament library staff and ensure that all possible meta data can be documented in the scanning / digitizing software in line with developed metadata content for the current library.
6. Provide OCR software for English, Sinhala and Tamil languages.
7. Provide staff for scanning, indexing, quality assurance, and conservation.
8. Provide expert staff for conservation, un-binding and re-binding where necessary to preserve and ensure safe scanning of fragile documents, or books which are bound too close to the gutter. In some cases, conservation will need to be completed prior to scanning. The bidder should provide optional cost estimate for conservation of fragile documents;
9. Provide project manager to oversee the entire project, communicate daily with the Parliament staff and periodically (at least monthly) with Parliament decision makers and SDGAP, present project progress and ensure quality and timeliness of the work performed.
10. Conduct testing in the lead up to the scanning project in order to determine the best method for scanning the larger bound documents that collections of published Hansards, Acts and other individual documents. Unbinding and re-binding, and separating volumes into constituent parts for scanning may be necessary.
11. Conduct training for the Parliament in the use and maintenance of equipment, and scanning workflow
12. Conduct scanning, OCR and storing of the Priority 1 and Priority 2 documents based on the accepted plan by the SDGAP and the Parliament:

- a. Priority 1: The Hansard collection and selective historical documents that are in need of immediate capture. It is suggested that scanning of the Hansards start from the most recent volumes not available in digital form, and from the oldest, working toward a complete scan. This yields a combination of conservation and member benefit in the process.
- b. Priority 2 and 3: parliamentary publications in particular Orders, Minutes, Tabled documents, Acts, Treaties and Bills

13. Report on activities and results and final acceptance by the Parliament and SDGAP

14. Warranty and Maintenance of equipment for 3 years

11.1.2 Background

- a. The electronic archiving project covers the documents available at the Library of the Sri Lanka Parliament. All the classes of documents as listed below in **Error! Reference source not found.** below need to be digitized (scanned and stored in a systematic manner). This includes all publications of the Parliament of Sri Lanka, other documents produced by the Sri Lanka Parliament and the external publication of historic importance and informational value. There are many old and rare documents that will need special care. The library has a historically significant and in many cases unique collection of documents of considerable of great cultural value. The older documents (from 1830 onward) are in a fragile condition and not suitable for general access. This includes parliamentary documents including Hansard that would be of considerable value for members of parliament but which are largely only in print form prior to 1980 (for Acts) and 2006 (for Hansard). The bidders must demonstrate expertise to handle fragile books and documents.
- b. The documents that fall within the specified scope should finally integrate with the document archive of the Document Management System and provide an environment where the user can access a single document repository to conduct research on legislative and Parliamentary procedures.
- c. The following types of documents need to be electronically archived. (Note that the number of pages is to indicate the volume of documents that are to be digitized)

Table 1 - Pages to be Archived		
Document Class	Number of Pages (Approximate)	Priority
Series Books	88,000	Medium (2)
Hansard	858,500	High (1)
Sessional Papers	213,500yeah	Medium (2)
Order Papers	146,000	Medium (2)
Order Books	116,000	Medium (2)
Administration Reports	290,500	Medium (2)
Minutes	98,000	Medium (2)
Gazette	1,102,500	Low (3)
Estimates	196,500	Low (3)
Law Reports	57,000	Medium (2)
Acts	47,500	Medium (2)
Oaths	3,500	Low (3)
Old and Rare	60,500	High (1)

11.1.3 Minimum Requirements

11.1.3.1 Equipment

The bidder should provide the required number of high end scanner(s), preferably Bookeye 4 V2 or higher with all required accessories, for activities proposed herewith.

**Note – Details of the proposed scanner should be provided*

The bidder should provide the required number of touch screen devices for viewing large documents and A-2 multipurpose printers appropriate for Parliament Library and per SOW.

**Note – Detailed specifications should be provided*

Provide licensing details of the proposed solution which should be cost effective over a long period of time

11.1.3.2 Storage

The following storage should be upgraded:

Product Data	Metric	Existing Configuration
Manufacturer	Specified	Hitachi
Model No	Specified	HUS110
OEM Product	Specified	Yes
Equipment type	Specified	Storage
Existing Storage Capacity	Specified	Total -17.8TB (SAS/10K -7.8TB, SAS/7K-10TB)
Upgrade Requirement	Metric	Required
Required total Capacity after upgrade	Specified	50TB
Hard disk Type	Specified	SAS/10K
RAID Support	Specified	RAID 5
Spare DISK	Specified	Required
Installation	Specified	Smooth storage upgrade without disturbing business operation

11.1.3.3 Archiving server

A Server in compliance with minimum of following configuration should be provided:

Part	Specification
Processor type	Intel Xeon E7 Family or Higher (2 nd quarter 2016 release)
No of Processors	2
No of Cores	16
System chipset	Intel
Installed RAM Configuration	256 GB
HD - Effective capacity installed	2TB
Raid	RAID 5
HD type and interface	2.5" Hot Plug SAS
Fiber Interface	Dual port FC HBA
LAN Interface	4 x 1Gbit/s
Power Supply Unit	Hot Plug Redundant Power

Part	Specification
Server Operating System	The server should be compatible with VM VSphere ver. 5.5 or higher

11.1.3.4 Database and Archival Server software

The supplier should provide a suitable Database and Archival Server software for the work outlined in this report; the proposed software should follow open standards and should not use proprietary standards; should provide a licensing mechanism which is cost effective for parliament to be maintained over a long period of time.

11.1.3.5 Staff

Depending on the proposed solution, the supplier must propose the required staff. The staff must include at a minimum, an archiving expert, document expert to handle old documents, technical expert, scanning experts, project manager, and any other staff that the offeror recommends. Submission of CV's of proposed staff is important for DAI to determine technical capability of bidder. If staff is TBD (to be determined) qualifications of staff to be hired for this SOW should be included as part of the proposal submission.

11.1.4 Anticipated Activities - Additional Information

- a. The total number of pages to be archived is approximately 3.5 million.
 - I. This is the most important and the time-consuming part, which is labor intensive. There is need for proper supervision of this work.
 - II. With staff of the Sri Lanka Parliament need to develop a naming system for the scanned documents. This would make the Retrieval process very much easy.
- b. The Archiving of the Library must meet the requirements specified in the following sections

For storage of the documents archived, the following needs to be addressed:

 - I. Need to look into the digital storage presently available, optimised it usage and advice the Sri Lanka Parliament on future expansion and future technological prospective
 - II. Proper storage of digitised /scanned documents and backup storage media methodology and it limitations, vulnerabilities should be carefully look into, and Sri Lanka Parliament should be advised.
- c. The implemented system will eventually be integrated with the existing systems and the new Document Management System being developed by the Parliament to ensure the smooth functioning of the parliamentary business process. The DMS system of the Parliament is still pending and being developed with open data standards. The successful bidder to work closely with the IT Department of Parliament to ensure that there won't be any conflict. IT is expected that the integration will be on the database level. Vendor will not do the integration; the Parliament will do it.
- d. The proposed solution is expected to address the technical and user training needs of the Parliament and all user and technical documentation that are required to sustain the implemented solution in keeping with industry standards. The vendor must train up to 10 persons in the Parliament on the use and upkeep of the system including end-user training and technical training. A training manual and certificate of successful completion of training should be issued to each of the trained users.

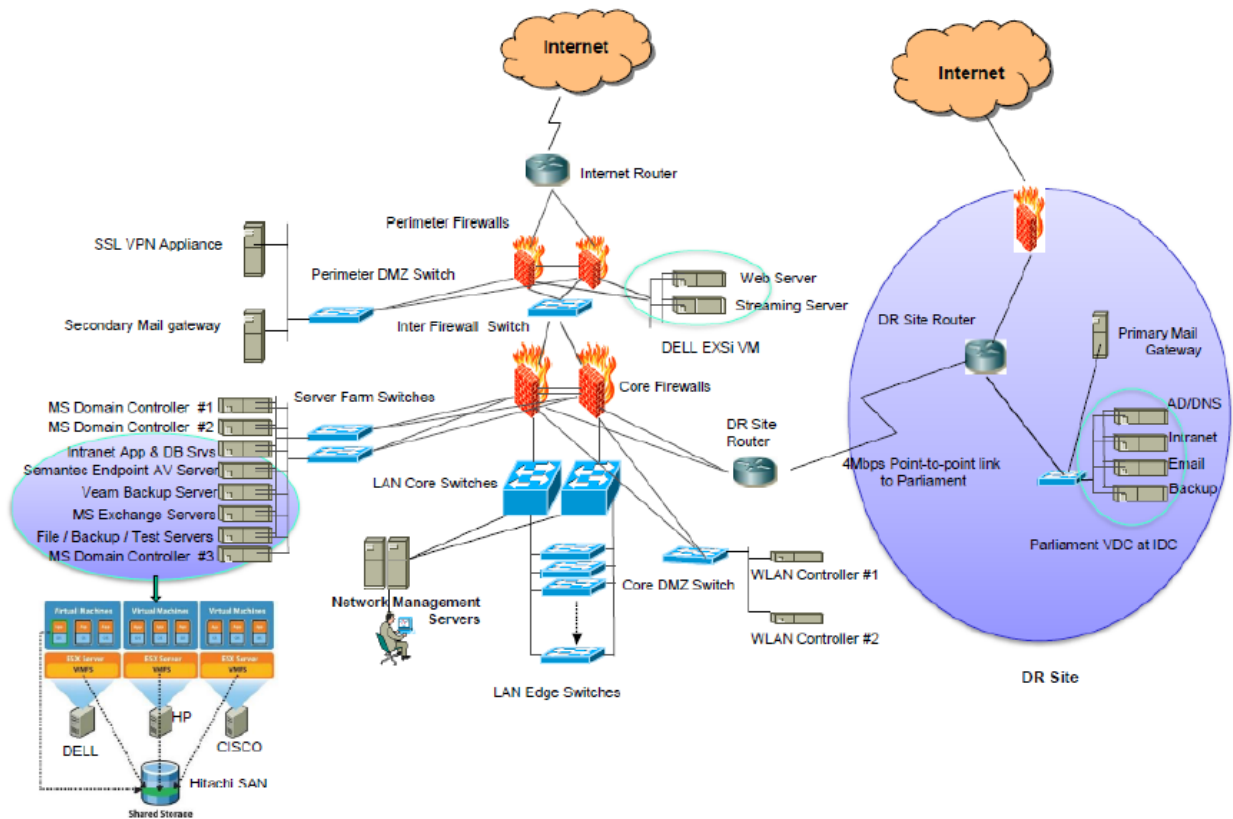
- e. The vendor must explain how they will be able to achieve **timely** completion of deliverables with proposed staffing and technology (provide matrix for determining the required resources for both staff and equipment)
- f. The digitized content should be stored in Unicode compliant fonts in the case of Sinhala and Tamil languages;

11.1.5 Additional Information - Parliament DMS system – current state and plans

Preparation of the printed copy of Parliamentary Proceedings and preparation of verbatim reports of meetings of Parliamentary Committees is the responsibility of the Hansard Department. They are using a legacy system with considerably large number of limitations which makes the process of Hansard reporting inefficient. Indexing unit under the Hansard department also uses an old application which needs improvements. They maintain a number of manual registers for Indexing purposes. Due to these reasons, it takes a long time to output an index relevant to a particular Hansard Report which makes the indexing process inefficient and ineffective. Currently the Index is not created for each Hansard. It is created on Uncorrected version of number of Hansards and published with the corresponding Hansard Volume

These legacy applications will be replaced by anew DMS system which will be integrated with intranet portal, iParliament, which is based on open standards and open source technologies. and will be a solution which already exists in the market to be customized for the Parliament. The DMS will be hosted on the infrastructure in the Parliament. IT infrastructure in Parliament includes a 17.8TB of Hitachi Storage Area Network (SAN) as 7.8TB Data Store and 10TB Archive Store, scalable up to 50TB together with VMWare platform in 1-HP, 1-DELL and 1-Cisco EXSi Servers, an application level active passive mirrored infrastructure of current parliament live systems are facilitated at VDC VM platform in SLT IDC DR site.

Existing IT infrastructure:



Archiving and DMS System Integration

The Archiving vendor will work with the Parliament to define any requirements for scanning, categorization and indexing to enable later integration of archived documents into the new DMS once it is available. The Archiving vendor will NOT be responsible for this integration, but will work with the Parliament to define baseline for the archiving project which will contribute to easier integration with the DMS.

11.1.6 Maintenance Requirements

Provide at least 3 years' comprehensive warranty for the equipment including maintenance as and when it is required (Vendor has to specify)

11.1.7 Other Considerations

The Bidder should take into consideration the following requirements when proposing the solution.

- Paper Sizes:** A4, B4, 21cm × 33cm and some other sizes (lesser number) of pages are included in the above classes of documents.
- Large Size Books:** Some books would need special scanning equipment and/or special methodologies as they are too large (number of pages) for scanning.
- Single Prints:** Certain documents do not have any copies. Therefore, those documents need to be specially handled to ensure that the original is not destroyed in the archiving process.

- d. **Fragile Documents:** Some documents are fragile, where special care is needed when handling. These include old newspapers and other serials.
- e. **Restoration of Items:** Older documents are damaged, where special care is needed. These documents need to be restored prior to being digitised. (Approximately 1% of the documents)
- f. **Multiple Languages:** Most of the documents are in English only. However, a substantial number of documents are in Sinhalese, Tamil or a combination of the three languages (E.g. Hansards, Order Books).
- g. **Unicode:** The digitised documents need to be stored in Unicode compliant fonts. It is expected that Unicode characters of Sinhalese and Tamil be used when full-text capturing is done.
- h. **Search Facilities:** The archived documents need to be available for full-text searching and online reading. For this purpose, the Parliament's document management system's features may be used.
- i. **Compatibility / integration:** The archived documents need to be accessible through the Library Management software (i.e. catalogued in the Library). In addition, if using the Parliament's document management system & databases, the archiving needs to be compatible with those systems.
- j. **Expandability & Future Considerations:** The document archive created on completion of this project should integrate with the document archive maintained by the Document Management System.

11.2 Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: [Click here to enter text.](#)

DAI Global LLC.,

We, the undersigned, provide the attached proposal in accordance with RFP-COL-18-0023. issued on February 12, 2018. Our attached proposal is for the total price of <Sum in Words (\$0.00 Sum in Figures) >.

I certify a validity period of [Click here to enter text.](#) days for the prices provided in the attached Price Schedule/Bill of Quantities. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

Offeror shall verify here the items specified in this RFP document.

We understand that DAI is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: [Click here to enter text.](#)

Name of Firm: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Company Seal/Stamp:

11.3 Attachment C: Price Schedule

11.3.1 C.1 Summary:

Deliverable	Details	Price

Total Fixed Price Amount -----US\$

11.3.2 C.2 Detailed Budget

Please provide in excel spreadsheet with formulas

11.3.3 c.3 Budget Notes

Based on detailed budget

11.3.4 C.4 List of Items/Equipment:

Item Number	Item Name	Description/Specifications	Quantity	Unit Price	Total Price
1a	List the items that are to be supplied				
1b					
1c					
2	Delivery Cost to Click here to enter text.			per kilometer	
3	VAT				
GRAND TOTAL IN Click here to enter text.					
GRAND TOTAL IN UNITED STATES DOLLARS					\$

Note: the bidder should provide the maintenance cost as a percentage of the project cost after three years of initial warranty period

Delivery Period: Click here to enter text.

- 11.4** Attachment D: Instructions for Obtaining a DUNS Number - DAI'S Vendors, please visit <http://www.dnb.com/solutions/government/duns-number-request-guide.html>

11.5 Attachment E: Self Certification for Exemption from DUNS Requirement

Self-Certification for Exemption from DUNS Requirement For Subcontractors and Vendors

Legal Business Name:

Physical Address:

Physical City:

Physical Foreign Province (if applicable):

Physical Country:

Signature of Certifier

Full Name of Certifier (Last Name,
First/Middle Names):

Title of Certifier:

Date of Certification (mm/dd/yyyy):

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining a DUNS number, as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.

11.6 Attachment F: Past Performance Form

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/ District	Client Name/Tel No	Cost in US\$	Start-End Dates	Completed on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									

11.7 Attachment G: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

List of Optional Attachments

11.8 Attachment H: Branding and Marking Plan

Note: This is not required as part of the proposal. It is included as information for the Offeror. Upon subcontract award, this will be the first deliverable due.

Appendix N: Marking Plan

Sub Project Number and Name: _____

Name of Implementing Partner: _____

Name and Title of Partner's Agent: _____

Name and Title of DAI Project Manager: _____

Instructions: This form has been created to provide implementing partners (subcontractors and grantees) and DAI Project Managers with a summary of marking requirements found in the Project's Branding Implementation Plan (BIP). This form must be completed by the DAI Project Manager in conjunction with the agent of the implementing partner. Once completed, the Project Manager must upload the form to TAMIS.

Subproject Activities

Provide a short summary of the activities to be completed including the project location. For example, what materials or equipment will be purchased? What events will take place?

Include 2-3 sentence summary here:

Please place an "X" below for each activity that will take place as part of this Sub project. The implementing partner will be responsible for ensuring the Marking noted in the table below is implemented according to standards and templates provided.

	Activity/Documents	Required Marking

	Activity/Documents	Required Marking
	Reports	
	Certificates (training or other)	
	Invitations	
	Other (please describe)	

Co- Branding and Co-Marking:

DAI logo must not appear on any USAID funded programmatic material.

Requests for Exceptions or Waivers of Marking Requirements – If you do not feel it is possible to mark one or more of the items or events listed above, please describe below (1) what marking you want to be exempt from (2) how the activity or item meets the requirement for an exception or waiver.

Include full detailed justification here:

11.9 Attachment I: Full Terms of Contract

1. Proposal Life

- a. The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from proposal submission date.

1.1 Proposal Terms

- a. The bidders are short listed from the information provided in the “Expression of Interest” submitted by the bidders. Therefore, if any of the details/ information provided in the proposal contradicts with the EOI, such as consortium members, submitted may lead disqualification of proposal.
- b. Short listed bidders cannot submit combined proposals. The submission of such bids will lead to disqualification of both bidders.

1.2 Bidder’s Responsibilities

- a. The Bidder shall be responsible for requirement analysis, delivery, implementation and maintenance of all required components/elements of the Document Archival System for the Parliament. The Parliament will not be responsible for provision of any components/ services for the implementation of Bidder’s solution unless it is specifically identified any other responsibilities taken by the DAI elsewhere in the RFP Document.
- b. The bidder is expected to enhance the minimum functionality list provided in Annexure A of this document, on completion of the Bidder’s requirement study. The functionalities thus identified should ensure the smooth functioning of the business process of the Parliament without interruption. Any omissions of functionalities on the part of the bidder have to be addressed if end-users identify the need for same, at the cost to the Bidder.
- c. The bidder shall complete the delivery of the Document Archival System, including training, user acceptance testing and all documentation expected from the bidder as specified below within the proposed time frame.
 - i. Technical Documentation in keeping with systems development life cycle(SDLC) in a format acceptable to Parliament in both Hard Copy and Soft Copy formats
 - ii. Comprehensive and complete User Manuals for the application acceptable to Parliament.

The timeframe proposed by the Bidder should be acceptable to Parliament and agreed upon at the time of signing of the contract.

- iii. The initial implementation would be carried out as a pilot phase where the Bidder would implement the system within an area nominated by the Parliament without interrupting the present business process/functions.
- iv. The pilot system would have all functionalities specified by the Parliament and contracted for by the Bidder, to carry out the business operations of the area defined. On implementation of the pilot phase, training (user/technical), user acceptance within the area specified and delivery of documentation due with the system would be delivered. The pilot phase is expected to be complete and accepted within 3 months of the signing of contracts.
- v. On acceptance of the pilot phase, the system would be implemented according to the project plan, and should include training, user acceptance of the areas other than the pilot phase and all due and contracted for documentation within a timeframe agreed upon in the contract. The Bidder should provide a detail project plan for this purpose in the format provided.
- vi. The Bidder shall be responsible for requirement analysis, delivery, implementation and maintenance of all required components/elements of the Document Archival System of the

Parliament. The Parliament will not be responsible for provision of any components/ services for the implementation of Bidder's solution unless it is specifically identified in the relevant Sections.

- vii. In the event of Bidder failing to deliver and/or implement all required components of the Document Archival System, as per the proposal, contract and the project plan (*Submission 7*) within the stipulated and agreed upon time schedule, or by the date extended by the Parliament, it will be a breach of contract and specified penalties in the contract would be applicable.
- viii. Appropriate insurance to cover the equipment is to be taken by the Bidder for the transit period to the time of its acceptance by the Parliament at the respective site. At the discretion of the Purchaser, there will be an acceptance test conducted by the Bidder in presence of the Parliament officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, the Parliament may cancel the entire purchase order and return the equipment back to the Bidder at Bidder's costs and risks.
- ix. In the event of Bidder failing to deliver and/or implement all required components of the Document Archival System (as per the scope of the project), it will be a breach of contract. In such case, relevant penalties will apply.

1.3 Indemnity

- a. Bidder shall indemnify, protect and save DAI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

1.4 Publicity

- a. Any publicity by the Bidder in which the name of DAI is to be used should be done only with the explicit written permission of DAI.

1.5 Hidden Costs

- a. The technical and components requirement may vary with the solution proposed by each Bidder. Therefore, it is the Bidder's responsibility to propose all the technical requirements and the total cost of the solution though such requirement may not be stated in this RFP. DAI will not be responsible for any costs, which are hidden in the Bidder's proposal and required at the time of implementation. DAI is liable to pay only costs that were identified in the Cost Proposal and agreed upon in the contract.

1.6 Hardware Failure

- a. During the warranty period, if any equipment supplied as a component of the solution has a failure on four or more occasions within in a quarter (3 months), such equipment shall be replaced by the Bidder with new equipment that is equivalent or better at no cost to the Parliament.

1.7 Technical Inspection and Performance Evaluation

- a. The Parliament reserves its right to carry out technical inspection and performance evaluation (benchmarking) of equipment offered by the Bidders. The bidders should make available all documents and information and make all arrangements necessary to facilitate such inspections and evaluations.

1.8 Pre-dispatch Inspection

- a. The Parliament and/or its nominated consultants may carry out factory/pre-dispatch inspection of the equipment before dispatch to the Parliament.

- b. Bidder shall inform his readiness for the inspection at least 10 days in advance. Factory inspection of the equipment to be supplied to the Parliament will be carried out at Bidder's factory/site located in Sri Lanka ONLY. There shall not be any additional charges for such inspection. However, DAI will have the discretion to recover the costs related to travel and stay of its staff and/or consultants from Bidder if the equipment offered for inspection is not as per the DAI order or the Bidder does not comply with the test and inspection procedure.

1.9 Delivery, Installation and Commissioning

- a. The Bidder shall commence the implementation of the Document Archival System in a phased out approach.
- b. The initial implementation would be carried out as a pilot phase where the Bidder would implement the system within an area nominated by the Parliament without interrupting the present business process/functions.
- c. The pilot system would have all functionalities specified by the Parliament and contracted for by the Bidder, to carry out the business operations of the area defined. On implementation of the pilot phase, training (user/technical), user acceptance within the area specified and delivery of documentation due with the system would be delivered. The pilot phase is expected to be complete and accepted within 4 months of the signing of contracts.
- d. On acceptance of the pilot phase, the system would be implemented enterprise-wide including training, user acceptance of the areas other than the pilot phase and all due and contracted for documentation within a timeframe of 7 months from the signing of contracts. The Bidder should provide a detail project plan for this purpose in the format provided.
- e. If the Bidder fails to deliver and/or install all the components within the stipulated time schedule or by the date extended by DAI, it will be a breach of contract. In such case, the advance received by the Bidder and the interest at 2% per month from the date of making advance payment to the Bidder, will become returnable to DAI immediately and may foreclose the bank guarantee without any notice.
- f. In the event of DAI agreeing to extend the date of delivery at the request of Bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by DAI before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event of breach of contract, the advance paid to Bidder will become returnable to DAI forthwith and DAI reserves its right to foreclose the bank guarantee.
- g. Appropriate insurance to cover the equipment for the transit period and till the time of its acceptance by the Parliament/DAI at the respective site is to be taken by the Bidder. At the discretion of the Parliament, there will be an acceptance test conducted by the Bidder in presence of the Parliament officials and/or its nominated consultants after installation of complete equipment.
- h. In case of serious discrepancy in hardware/software supplied, DAI may cancel the entire purchase order and return the equipment back to the Bidder at Bidder's costs and risks.

1.10 Penalty for Late Delivery

- a. For any delay in delivery of the system contracted for, DAI will charge penalty at 0.05% of the order value per day or part thereof, subject to maximum of 10%.

1.11 Completeness of Installation

- a. The delivery of the Document Archival System will be deemed complete only after:
 - I. The Parliament/DAI has carried out user acceptance tests and signed off on the user acceptance test results, and

- II. Training has been conducted and assessed as adequate by the Parliament/DAI.
 - III. The Parliament has agreed in writing that all documentation specified in the RFP has been provided by the Bidder.
 - IV. Data migration
- b. The system will be deemed as incomplete if any software component, other necessary accessories and equipment's or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to the Parliament after acceptance testing/examination.
 - c. In such an event, the supply, implementation, commissioning and mobilization will be termed as incomplete and it will not be accepted as the commencement of the warranty period and the entire site will be accepted after complete commissioning of all components of the system.

1.12 Order Cancellation

- a. The Parliament/DAI reserves its right to cancel the order in the event of one or more of the following situations:
 - i. Delay in delivery beyond the specified period for delivery.
 - ii. Serious discrepancy in hardware and functionalities contracted for.
- b. In addition to the cancellation of purchase order, DAI reserves the right to appropriate the damages and foreclose the bank guarantee given by the supplier against the advance payment.

1.13 Acceptance Tests

- a. At the discretion of the Parliament/DAI, acceptance testing would be carried out by a team appointed by the Parliament, based on the functionalities and technical specifications the Bidder has agreed to provide in the proposed system. Testing would be conducted at the site of installation in the presence of the officials of the Parliament and/or its nominated consultants.
- b. There shall not be any additional charges payable by DAI for carrying out this acceptance test. The Parliament/DAI will accept the Document Archival System, on successful completion of the above acceptance test.

1.14 Warranty

- a. The selected Bidder should provide a **three year** (3 Years) comprehensive warranty for all components and accessories of the implemented solution (both hardware and software).
- b. Bidder should be fully responsible for the manufacturer's warranty in respect of quality and workmanship of all equipment, accessories, software etc. covered by the contract.
- c. Bidder must warrant all equipment, applications, accessories, spare parts etc. against any manufacturing defects during the warranty period.
- d. During the warranty period, Bidder shall maintain the Application and repair/replace at the installed site all defective components, at no charge to DAI.
- e. The bidder should be responsible for performing software/ firmware upgrades to equipment's
- f. If any of the components are not available or difficult to procure or the procurement is likely to be delayed, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to DAI.
- g. If the manufacturer's warranty does not meet with required warranty period, the vendor should state how the vendor would meet the five-year warranty requirement.
- h. The warranty shall include preventive maintenance.

- i. Minimum response time to resolve a failure should be one hour on sitting days and two hours on non-sitting days.
- j. DAI reserves the right to enforce a penalty of 0.05% of 10% of the total project cost for each hour that the response time exceeds the minimum response time.
- k. The option of entering into a maintenance agreement at the end of five years should be provided
- l. The vendor is expected to respond to the above-mentioned requirements and other warranty related recommendations and responses under the Technical Proposal.

1.15 Usage of Available Infrastructure

- a. Where possible, the proposed solution should use the components available in the existing infrastructure of the parliament. The bidder should be responsible to maintain whatever existing infrastructure components used for the solution in order to maintain there is no single point of failure.

1.16 Spare Parts

- a. Bidder will make the spare parts for the components and accessories used in the Document Archival System available for a minimum period of five years from the time of acceptance of the system.
- b. On completion of the warranty period, Bidder should submit a maintenance contract for approval of the Parliament that would expect to be renewed annually on the discretion of the Parliament.
- c. Warranty will give at least twelve months' notice prior to discontinuation of support services, so that the Parliament may order its requirements of the spares, if it so desires. If the spare parts are not available within first five years, the bidder is responsible replacing the equipment at their own cost.

1.17 System Availability

- a. DAI expects the system and services provided to be available 100% 24 X 7. Therefore, it is absolutely necessary for the Bidder to provide the availability of the supplied hardware with required fail over/ fault tolerant mechanisms at every critical point. The Bidder should also provide an exhaustive list of the critical points.

1.18 Penalty for Failure

- a. Any software or equipment that is reported not to be functioning on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) on the next day.
- b. The temporary substitute equipment / software should be replaced by the original equipment / software duly repaired or replaced with similar equipment of same capacity or higher capacity, within 5 days, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days exceeding five days, subject to a maximum of 8% of the item cost.

1.19 Guarantees

- a. Bidder should guarantee that the software and allied components supplied to The Parliament is licensed and legal. This should be submitted in the form of a letter signed by the authorized person, and, the draft of this letter should be submitted as a submission in the Technical Proposal (*Submission A 18*).
- b. The Bidder should provide a Bid Bond along with the Technical Proposal. The value of the Bid Bond should be to the value of USD 5,000. The Bid Bond should be valid for a minimum period of 180 days from the date of opening of proposals. The successful Bidder shall extend the validity of the Bid Bond at the request of The DAI until the signing of the agreement and submission of the duly executed Performance Guarantee Bonds.
- c. The Bonds/Guarantees specified in this document should be issued by one of the following.

- I. A bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka and acceptable to DAI, or
 - II. A bank operating in another country but whose security or guarantee is confirmed by a bank operating in Sri Lanka.
- d. The successful Bidder is expected to provide DAI with a Mobilization Advance Bond as well as Performance Guarantee Bond incorporating all phases of the project as per the project plan annexed to the contract. The terms and conditions of the Mobilization Advance Bond and the Performance Guarantee Bonds will be communicated once the successful Bidder is selected. The Bidder will be expected to issue such Performance Guarantee Bonds within 14 days from the date of communication of the selection of the Bidder.
- e. The value of the Performance Guarantee Bond should be 10% of the total price quoted for the solution. The Performance Guarantee Bond should be valid for 6 months after entire project is commissioned and accepted.
- f. The Mobilization Advance Guarantees for all payments made up to the acceptance of the system and these guarantees will have to be valid up to the date of the acceptance of the project.

10.10 Payment Terms

- a. Subject to guarantees mentioned, DAI will make payment as follows:
 - I. The DAI will pay 10% of the order value against The advance Bond and upon acceptance of the Document Archival System project and submission of the detailed project implementation plan.
 - II. 10% of the order value will be paid on acceptance of the workflow, indexing naming convention, meta data developed and upon submission of the relevant documents
 - III. 20% of the order value will be paid after supply, delivery of equipment's and submission of a complete sets of technical and user manuals for the pilot phase as per the contract
 - IV. 15% of the order value will be paid upon successful completion of the pilot scanning, review and correction of pilot phase and after completion of training for parliament staff.
 - V. 15% of the order value will be paid on acceptance of the supply, implementation, commissioning, training and user acceptance of the enterprise wide implementation of the project of the Document Archival System and the delivery of a complete set of technical and user manuals as per the contract
 - VI. 20% of the order value will be paid on completion of scanning and indexing of priority 1,2,3 document and submission of reports.
 - VII. Balance 10% will be paid upon successfully integration of archival system to Parliament DMS, completion of commissioning handing over and user acceptance testing and signing the maintenance agreement with the parliament and vendor.

10.11 Force Majeure

- a. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of Sri Lanka in their sovereign capacity, acts of war, Acts of Parliament either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.
- b. If a Force Majeure situation arises, the Bidder shall promptly notify DAI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by DAI in writing, the

Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the DAI and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

- c. Notwithstanding above, the decision of DAI shall be final and binding on the Bidder.

10.12 Resolution of Disputes

- a. DAI and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, DAI and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Parliament/DAI and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation shall apply to the arbitration proceedings and the venue of the arbitration shall be Colombo, Sri Lanka.

10.13 Escrow Mechanisms

- a. Vendor should provide escrow mechanisms for the source code and technical documents relating to the source code of the Document Archival System procured by the Parliament of Sri Lanka, in order to protect its interest in any eventuality relating to the vendor and is acceptable to the parliament of Sri Lanka.

10.14 Attachment J: Proposal Checklist

Offeror: _____

Have you?

☐ Submitted your proposal to DAI electronically as specified in General Instructions above?

Does your proposal include the following?

☐ Signed Cover Letter (*use template in Attachment B*)

☐ Separate Technical and Cost proposals individually emailed and labeled as Volume I and Volume II respectfully.

☐ Proposal of the Product or Service that meets the technical requirements as per Attachment A

☐ Response to each of the evaluation criteria

☐ Documents use to determine Responsibility

☐ Evidence of a DUNS Number OR Self Certification for Exemption from DUNS Requirement

☐ Past Performance (*use template in Attachment F*)