



Procurement of Service

Under

National Bidding Procurement

Invitation of Bids

For

**Design, Development, Deployment and Maintenance of  
Website, *www.documents.gov.lk* and e-commerce  
Site for the Department of Government Printing.**

***Contract No:***

***SCP10 / WEBSITE / NCB 21 / 2017***

**Department of Government Printing**

## Document Issuance Certificate

01. Standard document Reference Number :.....
02. Contract Number : .....
03. (a) Issued to : .....
- (b) Address : .....
- (c) Telephone Number : .....
- (d) Facsimile Number : .....
04. (a) Bid Fee : **Rs. 3,500.00 Receive in cash ( Non-Refundable)**
- (b) Receipt Number : .....
05. Number of Copies Issued : .....
06. VAT Registration No. : .....
07. (a) Issuing Officer : .....
- (b) Designation : .....
- (c) Signature : .....
8. Place of Issue : **General Office,  
Supplies Section(Local)  
Department of Government Printing,  
No. 118, Dr. Danister De Silva Mawatha,  
Colombo 08**
09. Seal : .....
10. Date : .....

# **Section I. Instructions to Bidders (ITB)**

## **A: General**

### **1. Scope of Bid**

- 1.1 Sealed offers are hereby called from reputed suppliers and /or importers by The Chairman, Procurement Committee, and Department of Government Printing for the supply and delivery of good(s) as specified in section III - Schedule of requirements.

## **B: Contents of Documents**

- 2.1 The documents consist of the Sections indicated below.

- Section I - Instructions to Bidders (ITB)
- Section II - Data Sheet
- Section III - Schedule of Requirements
- Section IV - Technical Specifications & Compliance with Specifications
- Section V - Bid submission Form(s)
- Section VI - Format for Bid Security
- Section VII - Format for Performance -Security
- Section VIII. - Format for Manufacturer's Authorization
- Section IX - Contract Form

## **C: Preparation of Bids**

- 3.1 The Bid shall comprise the following:

- (a) Bid Submission Form
- (b) Technical Specifications & Compliance with Specifications
- (c) Price Schedules
- (d) Delivery Schedule

### **4. Bid Submission Form and Price Schedules**

- 4.1 The Bidder shall submit the bid Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- 4.2 Alternative offers shall not be considered. The Bidders are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.

### **5. Prices, Discounts and Taxes**

- 5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.

- 5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, including any discounts offered.

- 5.3 The applicable Taxes shall be indicated separately.

- 5.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non responsive and may be rejected.

## **6. Currency**

6.1 The Bidders shall quote only in Sri Lanka Rupees.

## **7. Documents to Establish the Conformity of the Goods**

7.1 The Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications".

7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.

7.3 If stated in the Data Sheet the Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.

## **8. Period of Validity of Bid and Bid Security**

8.1 Bids shall remain valid for the period of ninety (90) days after the bid submission deadline date.

8.2 The Bidder shall furnish as part of its Bid Security as specified in the data sheet  
Any Bid not accompanied by Bid Security may be rejected by the Department of Government Printing as non-responsive.  
(Format attached)

## **9. Format and Signing of Bid**

9.1 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

## **D: Submission and Opening of Bid.**

### **10. Submission of Bid**

10.1 Bidders may submit their bids by mail or by hand in duplicate in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.

10.2 If the bid is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid..

### **11. Deadline for Submission of Bid**

11.1 Bid must be received by the Chairman/Government Printer, Department of Government Printing, 118, Dr Danister de Silva Mawatha, Colombo 08 and no later than the date and time as specified in the Data Sheet.

### **12. Late Bid**

12.1 The Department of Government Printing shall reject any Bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 11.1 above.

### **13. Opening of Bids**

13.1 The Department of Government Printing shall conduct the opening of Bid in public at, No 118, Dr. Danister de Silva Mawatha, Colombo 08. Date and time specified in the Data Sheet.

13.2 A representative of the bidders may be present and mark its attendance.

## **E: Evaluation and Comparison of Quotation**

### **14. Clarifications**

14.1 To assist in the examination, evaluation and comparison of the Bids, the Purchaser may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its Bid which is not in response to a request by the Department of Government Printing shall not be considered.

14.2 The Department of Government Printing request for clarification and the response shall be in writing.

### **15. Responsiveness of Bids**

15.1 The Department of Government Printing will determine the responsiveness of the Bid to the documents based on the contents of the Bid received.

15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Department of Government Printing.

### **16. Evaluation of quotation**

16.1 The Department of Government Printing shall evaluate each Bid that has been determined, to be substantially responsive.

16.2 To evaluate a Bid, the Department of Government Printing may consider the following:

- (a) the Price as Bid;
- (b) Price adjustment for correction of arithmetical errors;
- (a) Price adjustment due to discounts offered.

16.3 The Department of Government Printing's evaluation of a bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .

### **17. Department of Government Printing Right to Accept any Bid, and to Reject any or all Bids**

17.1 The Procurement committee of the Department of Government Printing reserves the right to accept or reject any quotation, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders.

## **F: Award of Contract**

### **18. Acceptance of the Bid**

18.1 The Department of Government Printing will accept the bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.

### **19. Notification of acceptance**

19.1 Prior to the expiration of the period of validity of bid, the Department of Government Printing will notify the successful Bidder, in writing, that its bid has been accepted.

### **20. Performance Security**

20.1 Within seven (7) days of the receipt of notification of award, the successful Bidder, if required, shall furnish the Performance Security in accordance with the Data Sheet (format attached)

20.2 If the successful bidder fails to supply the item in accordance with schedule of Requirement the Department of Government Printing has a right to cancel the Procurement and purchase from other source additional expenses or losses may be incurred in this regard will be claimed from the Performance Bond.

### **21. Specifications and standards**

21.1 Technical Specifications and Drawings

(a) The Goods and related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in section V, schedule of requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the purchaser, by giving a notice of such disclaimer to the purchaser.

### **27. Warranty**

27.1 The supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

27.2 Subject to CC Sub-Clause 21.1(b), the supplier further warrants that the Goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The purchaser shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the supplier to inspect such defects.

27.5 Upon receipt of such notice, the supplier shall, within the period specified in the contract data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the purchaser.

27.6 If having been notified, the supplier fails to remedy the defect within the period specified in the contract Data, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

*[ The Bidder shall fill in this price Schedule in accordance with the instructions indicated. ]*

## Section II. Bidding Data Sheets (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

### ITB Clause **A. General**

#### Reference

ITB 1.1 The Purchaser is : **Department of Government Printing**

ITB 1.1 The name and identification number of the Contract are:

**SCP10 / WEBSITE / NCB 21 / 2017**

### **B. Contents of Bidding Documents**

ITB 7.1 For **Clarification of bid purposes** only, the Purchaser's address is:

**Attention: Miss. I. V.S. Gunawardana, Assistant Government Printer**

**Address: Chairman/Government Printer, Departmental Procurement Committee, Department of Government Printing, No. 118, Dr. Danister De Silva Mawatha, Colombo 08.**

**Telephone : 011-2694898**

**Facsimile number : 011-2694898**

### **C. Preparation of Bids**

ITB 11.1 (e) The Bidder shall submit the following additional documents: **(Refer ITB clause 11 too)**

- 1. Duly Completed Bidding Documents.**
- 2. Copy of Business Registration Certificate**
- 3. Warranty for 12 months.**

ITB 19.1 The bid shall be valid until: **14 / 02 / 2018** (Minimum period of 90days from the date of closing Bids)

ITB 20.1 Bid shall include a **Bid Security (issued by bank surety) included in Section VI Bidding Forms**

ITB 20.2 The amount of the Bid Security shall be: **Rs. 150,000.00**

**The validity period of the bid security shall be until: 14 / 03 /2018.** The validity of the above guarantees will be at least 120 days from date of opening of the Bids. **If no Bid Bond is submitted the offer will not be considered. The bank which issues the bank guarantee must be register in central bank. Bank Guarantee should be completed according to the format given in section VI.** Bid Bond is to be drawn in favor of the Government Printer, Department of Government Printing, 118, Dr. Danister de Silva Mawatha, Colombo 8, Sri Lanka.(ITB -8)

**Amount of Performance Bond is -**

1. The successful Bidder must be prepared to furnish a performance bond supported by a guarantee from and approved commercial bank operating in Sri Lanka up to a maximum of 10% of total Delivered price to the Department (exclusive VAT) or value of the supply whichever is applicable, as required by the Government Printer, Department of Government Printing, 118, Dr. Danister de Silva Mawathe , Colombo 08, Sri Lanka. **The period of the validity of Performance bond should be a month from a final delivery date.**

**D. Submission and Opening of Bids**

22 The inner and outer envelopes shall bear the following identification marks:

- 1. Design, Development, Deployment and Maintenance of website, [www.documents.gov.lk](http://www.documents.gov.lk) and e-commerce Site for the Department of Government Printing.**

*(To be marked and submitted in two separate Envelops.)*

23 For bid submission purposes, the Purchaser's address is:

**Chairman/Government Printer,  
Departmental Procurement Committee,  
Department of Government Printing,  
No. 118, Dr. Danister De Silva Mawatha,  
Colombo 08.**

The deadline for the submission of bids is :

**Date : 15 / 11/2017**

**Time : 02.00 pm**

24 The bid opening shall take place at :

**Address :General Office, Supplies Section (Local), Department of Government Printing, No. 118, Dr. Danister De Silva Mawatha, Colombo 08. Immediately after closing the same**

**Date : 15/ 11/2017**

**Time : 02.00 pm**

**E. Evaluation and Comparison of Bids**

25 The following factors and methodology will be used for evaluation:

*(list the factors and methodology)*

- \* **Acceptable delivery period(s)- as per delivery schedule**
- \* **Prices of the responsive bid(s)**
- \* **Complied with technical specifications and all other bidding conditions.**

26 Bidders shall not be allowed to quote for one or more lots.

## **Section III**

### **Schedule of Requirement**

#### **Supplier Eligibility**

1. At least 05 years Experience in the relevant field.
2. Live Proof of experience should be provided by the bidders.

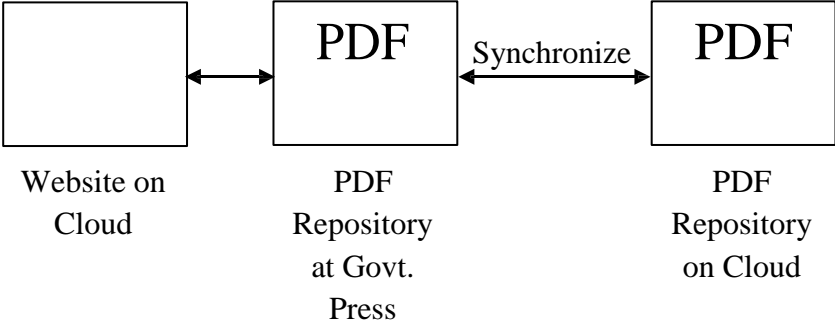
#### **Staff Details**

1. Name, Qualification, Duration of the Service Experience of the employees of company and other relevant details.
2. Details of audited accounts of past 03 years.
3. Company Registration with Names of Directors (Specify Responsibility).

#### **Terms and Conditions**

1. Supplier should furnish total cost of the design, implementation and commissioning of the project (As per the price schedule 01).
2. Tax Components (If any) should be mentioned separately (As per the price schedule 01).
3. Maintenance charges including on-call maintenance expenses, for 05 years. (After warranty period) please mention separately (Use the maintenance price schedule.)
4. Warranty period of 12 months is required.
5. Copy of maintenance agreement should be attached with the bid document.
6. Trial version of the design should be deployed within 1 ½ months (One and half months) after the awarding of the tender.
7. Trial version of the design will be tested for the duration of one month by the Department of Government Printing and may be by the customers.
8. Complete deployment may be audited by the Independent Audit Firm as per ICTA Guide Lines.
9. An advance payment may be released with a bank Guarantee.
10. Final Payment will be released after the successful deployment of the design.

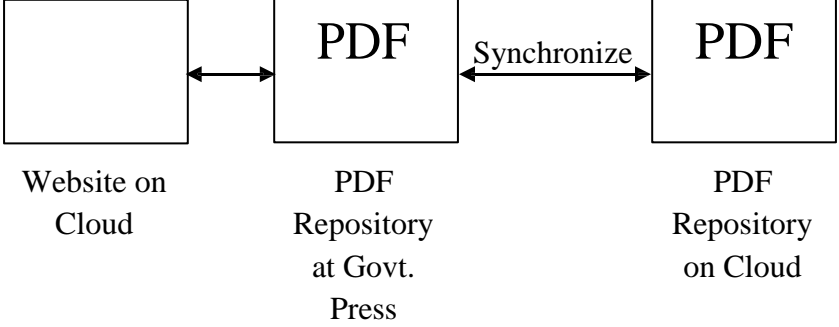
**Technical Specification for Design, Development, Deployment and Maintenance of website, *www.documents.gov.lk* and e-commerce site for the Department of Government Printing.**

No	Specification
01	Title - Design, Development, Deployment and Maintenance of website, <i>www.documents.gov.lk</i> and e-commerce site for the Department of Government Printing.
02	 <pre> graph LR     A[Website on Cloud] &lt;--&gt; B[PDF Repository at Govt. Press]     B &lt;--&gt; Synchronize  C[PDF Repository on Cloud]     </pre> <p>The diagram illustrates the synchronization process between three components: a 'Website on Cloud' (represented by an empty box), a 'PDF Repository at Govt. Press' (represented by a box containing 'PDF'), and a 'PDF Repository on Cloud' (represented by a box containing 'PDF'). Bidirectional arrows connect the website to the government repository, and the government repository to the cloud repository. The arrow between the government and cloud repositories is labeled 'Synchronize'.</p>
03	PDF Files (Electronic Version of printed documents, repository must be in Government Press and in Clouds and must be synchronized).
04	Firewall Protection – by the service provider.
05	Server Administration and Maintenance – by the service provider.
06	E- Commerce site - to sell publication with a payment gateway for receiving online payments.
07	Integration to social media fan club (Face book/Twitter/LinkedIn).
08	Revenue generation (Service provider may propose a business model.)
09	User Registration.
10	First page download speed at lowest available link (without caching) must be given by the service provider.
11	24 hours 365 days physical appearance to the caller in a case of an emergency.

12	Site has to be based on either on CMS or developed by the service provider on a frame work. In either case software should be FOSS. Ex.-Sympony, Joomla, Wordpress, Mongolia, Wix, Drupal.
13	Security – public key infrastructure has to be deployed by the service provider.
14	Certification – The service provider bares the Certification (CA) responsibility.
15	PDF watermark on downloaded files.
16	Design & Development of the web site and related operations should be in accordance with the ICTA Guidelines of the web development of the Government Institution.
17	Should implement a secure mail between the subscribers and Government Printing Department (Copy attached in this document).
18	User Training Session should be conducted by the selected supplier. (Training Schedule should be attached.)
	<i>ICTA guideline is attached hear with.</i>
	<i>Note – Certified Digital Copy of this document can be provided if a request is made.</i>

## Section IV

### Technical Specification for Design, Development, Deployment and Maintenance of website, *www.documents.gov.lk* and e-commerce site for the Department of Government Printing.

No	Specification	Bidder's Offer Yes/No
01	Title - Design, Development, Deployment and Maintenance of website, <i>www.documents.gov.lk</i> and e-commerce site for the Department of Government Printing.	
02	 <pre> graph LR     A[Website on Cloud] &lt;--&gt; B[PDF Repository at Govt. Press]     B &lt;--&gt; Synchronize  C[PDF Repository on Cloud]             </pre> <p>The diagram illustrates a synchronization process between three components: 'Website on Cloud', 'PDF Repository at Govt. Press', and 'PDF Repository on Cloud'. Each component is represented by a rectangular box. A double-headed arrow connects the 'Website on Cloud' box to the 'PDF Repository at Govt. Press' box. A second double-headed arrow connects the 'PDF Repository at Govt. Press' box to the 'PDF Repository on Cloud' box, with the word 'Synchronize' written above this arrow.</p>	
03	PDF Files (Electronic Version of printed documents, repository must be in Government Press and in Clouds and must be synchronized).	
04	Firewall Protection – by the service provider.	
05	Server Administration and Maintenance – by the service provider.	
06	E- Commerce site - to sell publication with a payment gateway for receiving online payments.	
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08	Revenue generation (Service provider may propose a business model.)	
09	User Registration.	
10	First page download speed at lowest available link (without caching) must be given by the service provider.	

11	24 hours 365 days physical appearance to the caller in a case of an emergency.	
12	Site has to be based on either on CMS or developed by the service provider on a frame work. In either case software should be FOSS. Ex.-Sympony, Joomla, Wordpress, Mongolia, Wix, Drupal.	
13	Security – public key infrastructure has to be deployed by the service provider.	
14	Certification – The service provider bares the Certification (CA) responsibility.	
15	PDF watermark on downloaded files.	
16	Design & Development of the web site and related operations should be in accordance with the ICTA Guidelines of the web development of the Government Institution.	
17	Should implement a secure mail between the subscribers and Government Printing Department (Copy attached in this document).	
18	User Training Session should be conducted by the selected supplier. (Training Schedule should be attached.)	

**2006 අංක 19 දරන ඉලෙක්ට්‍රොනික ගනුදෙනු පනත**

**6 2006 අංක 19 දරන ඉලෙක්ට්‍රොනික ගනුදෙනු පනත**

- (ඌ) යම් තැනැත්තකුගේ අත්සනින් හෝ මුද්‍රාවෙන් බලය දිය යුතු හෝ දෙනු ලැබිය හැකි බවට ඒ යම් විධිවිධාන යටතේ නියමිත කිසිවක් කිරීම ;
- (එ) දිවුරුම් පිට කළ යුතු බවට ඒ යම් විධිවිධානයක් යටතේ නියමිත යම් ප්‍රකාශයක් හෝ ප්‍රකාශනයක් කිරීම ;
- (ඒ) ඒ යම් විධිවිධානයක් යටතේ කරනු ලැබිය යුතු හෝ කරනු ලැබිය හැකි යම් ගෙවීමක් කිරීම ;
- (ඔ) ඉලෙක්ට්‍රොනික වාර්තා පිළිබඳව හෝ වර්තමානයේ කඩදාසියෙන් වන අනුරූප ලේඛන සඳහා දැනට නියමිත ගෙවීම් පිළිබඳව වෙනත් යම් කාරණ.

ඉලෙක්ට්‍රොනික ස්වරූපයේ වන ගැසට් යනාදියෙහි පළකිරීම නිසි පළකිරීමක් ලෙස සැලකෙන බව.

9. යම් ප්‍රකාශනයක්, ඊතියක්, නියෝගයක්, නියමයක්, අතුරු ව්‍යවස්ථාවක්, නිවේදනයක් හෝ වෙනත් කිසිවක් ගැසට් පත්‍රයේ පළ කළ යුතු බවට යම් පනතකින් හෝ නීති ප්‍රඥප්තියකින් විධිවිධාන සලස්වා ඇති අවස්ථාවක, ඒ ඊතිය, නියෝගය, නියමය, අතුරු ව්‍යවස්ථාව, නිවේදනය හෝ වෙනත් දෙය ඉලෙක්ට්‍රොනික ස්වරූපයේ වන ගැසට් පත්‍රයක පළකරනු ලැබුවහොත් ඒ විධිවිධානය සම්පූර්ණ කර ඇත්නම් සේ සැලකිය යුතු ය.

වාර්තාවක්, ඉලෙක්ට්‍රොනික ස්වරූපයෙන් විය යුතු යයි බල කිරීමට අයිතියක් නොමැති බව.

10. යම් ලේඛනයක්, ඉලෙක්ට්‍රොනික වාර්තා ආකාරයෙන් භාරගත යුතු බවට හෝ නිකුත් කළ යුතු බවට හෝ යම් ගනුදෙනුවක් ඉලෙක්ට්‍රොනිකව සිදු කළ යුතු බවට යම් අමාත්‍යාංශයකට, ආණ්ඩුවේ දෙපාර්තමේන්තුවකට, ආයතනයකට, ව්‍යවස්ථාපිත පුද්ගල මණ්ඩලයකට හෝ රාජ්‍ය සංස්ථාවකට හෝ වෙනත් ඒ සමාන පුද්ගල මණ්ඩලයකට බලකර ඉල්ලා සිටීම, මෙහි මීට ඉහතින් වූ විධිවිධානවල අන්තර්ගත කිසිවකින් යම් තැනැත්තකුට අයිතිවාසිකමක් නොපැවරෙන්නේ ය.

**III වන පරිච්ඡේදය**

**ඉලෙක්ට්‍රොනික ගිවිසුම්**

ඉලෙක්ට්‍රොනික ගිවිසුම්.

11. ගිවිසුම් සකස් කර ගැනීමේ දී ගිවිසුමේ සන්දර්භයෙහි පාර්ශ්වකරුවන් විසින් අන්‍යාකාරව එකඟවනු ලැබුවහොත් මිස, අර්පණයක් සහ අර්පණයක් ප්‍රතිග්‍රහණය කිරීම, ඉලෙක්ට්‍රොනික ස්වරූපයෙන් ප්‍රකාශ කරනු ලැබිය හැකි ය. ගිවිසුමක් හුදෙක් ඉලෙක්ට්‍රොනික ස්වරූපයෙන් තිබීමේ හේතුව මත එහි වලංගුභාවය හෝ එය බලාත්මක කිරීමේ හැකියාව ප්‍රතික්ෂේප කරනු නොලැබිය යුතු ය.

**2006 ஆம் ஆண்டின் 19 ஆம் இலக்க, இலத்திரனியல்  
கொடுக்கல் வாங்கல் சட்டம்**

**8 2006 ஆம் ஆண்டின் 19 ஆம் இலக்க, இலத்திரனியல்  
கொடுக்கல் வாங்கல் சட்டம்**

இலத்திரனியல்  
வடிவிலான  
வர்த்தமானியில்  
முதலிய  
வற்றின்  
வெளியீடு  
வெளியீடாகக்  
கருதப்படும்.

9. ஏதேனும் பிரகடனம், விதி, ஒழுங்குவிதி, கட்டளை, துணை விதி, அறிவிப்பு அல்லது வேறு விடயம் வர்த்தமானியில் வெளியிடப்படவேண்டுமென ஏதேனும் சட்டம் அல்லது சட்டவாக்கம் ஏற்பாடு செய்யுமிடத்து, அப்போது, அத்தகைய விதி, ஒழுங்குவிதி, கட்டளை, துணை விதி, அறிவிப்பு அல்லது வேறு விடயம் இலத்திரன் வடிவத்தில் வெளியிடப்படின், அத்தகைய தேவைப்பாடு திருப்திப்படுத்தப்பட்டுள்ளதாகக் கருதப்படுதல் வேண்டும்.

பதிவேடுகள்  
இலத்திரனியல்  
வடிவில்  
பதை வற்பு  
முத்துவதற்கான  
உரிமையில்லை.

10. முற்போந்த பிரிவுகளில் அடங்கியுள்ளவை எவையும், ஏதேனும் அமைச்சு, அரசாங்கத் திணைக்களம், நிறுவனம், நியதிச்சட்டக் குழு அல்லது பகிரங்கக் கூட்டுத்தாபனம் அல்லது அதனையொத்த வேறு குழு ஆவனம் எதனையும் இலத்திரனியல் பதிவேடுகளின் வடிவில் ஏற்றுக்கொள்ள அல்லது வழங்க வேண்டுமென அல்லது ஏதேனும் பணக்கொடுக்கல் வாங்கலை இலத்திரனியல் வடிவத்தில் பயனுறுத்த வேண்டுமென வற்புறுத்த; வதற்கு ஆளெவருக்கும் உரிமையொன்றை உரித்தாக்குவதாகாது.

**அத்தியாயம் III**

**இலத்திரனியல் ஒப்பந்தங்கள்**

இலத்திரனியல்  
ஒப்பந்தங்கள்.

11. ஒப்பந்தம் உருவாக்கப்படும் விடயத்தில் திறத்தவர்களால் வேறுவகையாக உடன்பட்டுக்கொள்ளப்பட்டாலன்றி, கொடை முனைவொன்றும் கொடைமுனைவொன்றின் ஏற்பும் இலத்திரனியல் வடிவத்தில் செய்யப்படலாம். இலத்திரனியல் வடிவத்திலுள்ளது என்ற ஏதுவின்மீது மாத்திரம் ஒப்பந்தமொன்றின் செல்லுபடியாந்தன்மை அல்லது வலுவாக்கிடப்படற்பாலதாம் தன்மை மறுக்கப்படுதலாகாது.

இலத்திரனியல்  
பதிவேடுகளை  
ஏற்றிக் கூறல்.

12. (1) ஒரு மூலகாரனுக்கும் முகவரிகாரனுக்குமிடையில் வேறு வகையாக உடன்பட்டுக்கொள்ளப்பட்டாலன்றி, தகவல் தொடர்பொன்று, இலத்திரனியல் ஆவணம், இலத்திரனியல் பதிவேடு அல்லது வேறு தகவல் தொடர்பு -

(அ) மூலகாரனாலேயே ;

# Electronic Transactions Act, No. 19 of 2006

6 *Electronic Transactions Act, No. 19 of 2006*

Publication in electronic forms of *Gazette &c.*, deemed to be publication.

9. Where any Act or enactment provides that any Proclamation, rule, regulation, order, by-law, notification, or other matter shall be published in the Gazette, then such requirement shall be deemed to have been satisfied if such rule, regulation, order, by-law, notification or other matter is published in an electronic form of the *Gazette*.

No right to insist on records being in electronic form.

10. Nothing contained in the preceding sections shall confer a right upon any person to insist that any Ministry, Government Department, Institution, Statutory Body or Public Corporation or other similar body should accept or issue, any document in the form of electronic records or effect any monetary transaction in electronic form.

## CHAPTER III

### ELECTRONIC CONTRACTS

Electronic Contracts.

11. In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed in electronic form. A contract shall not be denied legal validity or enforceability on the sole ground that it is in electronic form.

Attribution of electronic records.

12. (1) Unless otherwise agreed as between an originator and the addressee, a data message, electronic document, electronic record or other communication shall be deemed to be that of the originator, if it was sent-

- (a) by the originator himself ;
- (b) by a person who had the authority to act for and on behalf of the originator in respect of that data message, electronic document, electronic record or other communication ; or
- (c) by an automated information system programmed by, or on behalf of the originator.

## Section V - Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accepted.]*

Bid Ref.No.

Date:

To : The Chairman/Government Printer,  
Procurement Committee,  
Department of Government Printing,  
118, Dr. Danister de Silva Mawatha,  
Colombo 08.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods .....  
.....  
*[insert a brief description of the Goods];*
- (c) The total price of our quotation including any discounts offered is:
  - (i) In words .....
  - (ii) In figures .....
- (d) Our Bid shall be valid for the period of time specified in ITB Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITB Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bids that you may receive.

Signed : ..... *[insert signature of person whose name and capacity are shown]*

Name : ..... *[insert complete name of person signing the Bid Submission Form]*

Dated:

Name of Company: .....

Address : .....

Name of the Contact Person : .....

Designation : .....

Contact Nos : .....

Fax Nos: .....



**Price Schedule 01**

**Design, Development, Deployment and Maintenance of Website, *www.documents.gov.lk* and e-commerce site for the Department of Government Printing.**

Description	Qty	Unit Cost	Total Cost	
Design, Development, Deployment and Maintenance of website, <i>www.documents.gov.lk</i> and e-commerce site for the Department of Government Printing.	01 Nos			
Total				
Discount				
Price After Discount				
Tax-NBT				
Price After NBT				
Tax-VAT				
Total Price				
In Words				
All the software component, packages, utilities, etc must be licensed where it is appropriate. These license may be either open or commercial please provide the details in the following table.				
Name of the Software	Type of License (Open/ Commercial)	Price	Period	First year license fee included in the price schedule (yes/No)
<i>E.g. XYZ</i>	<i>Open</i>	<i>99999.99</i>	<i>One Year</i>	<i>Yes</i>
<i>Note: License fee are paid, only if it is applicable and open submission of the receipt by the original software vendor.</i>				

.....  
Signature

.....  
Seal

*[Insert signature of person whose name and capacity are shown.]*

## Maintenance Price Schedule

<b>Year</b>	<b>Price</b>
2 <sup>nd</sup> year	
3 <sup>rd</sup> Year	
4 <sup>th</sup> Year	
5 <sup>th</sup> Year	

.....  
Signature

.....  
Seal

*[Insert signature of person whose name and capacity are shown.]*

## Section VI Format for Bid Security

.....  
[Insert issuing agency's name and address of issuing branch or office]

**Beneficiary :** .....

.....  
.....

Date: .....

[insert (by issuing agency) date]

**Bid Guarantee No. :** .....

[Insert (by issuing agency) number]

We have been informed that .....

[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]

(hereinafter called "the Bidder") has submitted to you its bid dated .....

[insert (by issuing agency) date]

(hereinafter called "the Bid") for the supply of .....

.....  
[insert name of Supplier]

under Invitation for Bids No. .... ("the IFB"). Furthermore, we

[insert IFB number].

understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we .....

[Insert name of issuing agency]

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

.....  
[insert amount in figures]

.....  
[insert amount in words]

upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder :

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
  - (i) fails or refuses to execute the Contract Form, if required, or
  - (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to.....

(Insert date)

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

[Signature(s) of authorized representative(s)]

**Section VII Performance Security**

*[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instruction indicated]*

.....  
.....  
*[Issuing Agency’s name, and Address of Issuing Branch or Office]*

**\*Beneficiary:** .....  
.....  
.....  
*[Name and Address of Employer]*

Date: .....

**PERFORMANCE GUARANTEE NO.:**.....

We have been informed that.....  
*[Name of Supplier]*

(hereinafter called “the supplier”) has entered into Contract

No..... dated .....with you, for the .....  
*[reference number of the contract]*

..... Supply of .....  
*[name of contract and brief description]*

..... (hereinafter called “the Contract”).Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we **The Department of Government Printing.**  
*[name of Agency]*

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... such sum  
*[amount in figures]]* ..... *[amount in words],*

being payable and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than the .....day of.... 20.....  
*[insert date, 28days beyond the scheduled completion date including the warranty period]*

and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s)]

## Section VIII. Format for Manufacturer's Authorization

*[This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

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

No.: .....  
*[Insert number of bidding process]*

**To:**

.....  
.....  
.....

**WHEREAS**

We ....., who are  
*[Insert complete name of Manufacturer],*

Official manufacturers of .....having factories at .....  
*[insert type of goods manufactured]*

.....do hereby authorize  
*Insert full address of Manufacturer's factories]*

.....to submit a bid the  
*[insert complete name of Bidder]*

Purpose of which is to provide the following Goods, manufactured by us.....

.....and to subsequently negotiate and  
*[insert name and or brief description of the Goods]*  
sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....  
*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....  
*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:.....  
*[insert title]*

Duly authorized to sign this Authorization on behalf of:.....

.....  
*[insert complete name of Bidder]*

Dated on .....day : . . . . . 2017  
*[insert date of signing]*

**Section IX. Contract Forms**

**1. Format for Contract Agreement**

THIS CONTRACT AGREEMENT is made

the..... day of: ..... **2017**  
[insert: number] [insert: month], [insert: year]

BETWEEN

(1) .....  
.....  
.....

*[here in after called "the Purchaser"]*, and

(2) .....a  
[insert name of Supplier],  
corporation incorporated under the laws of .....and  
*[insert: country of Supplier]*  
having its principal place of business at.....  
*[insert: address of Supplier]*  
(hereinafter called "the Supplier")

WHEREAS the Purchaser invited bids for .....

*[insert brief description of Goods and Services]*

and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of

*[insert Contract Price in words and figures, expressed in the Contract currency(lies)]*

(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract :
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [Add here any other document(s)]

- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For an on behalf of the Purchaser

Signed :..... in the capacity of  
 [insert signature]

**Deputy Government Printer, No. 118, Dr. Danister De Silva Mawatha, Colombo 08.**

in the presence of.....  
 [insert identification of official witness]

For and on behalf of the Supplier

Signed:..... in the capacity of  
 [insert signature of authorized representative(s) of the Supplier]

.....in the presence of  
 [insert title or other appropriate designation]

.....  
 [insert identification of official witness]