



The Democratic Socialist Republic of Sri Lanka

Department of Labour - Colombo 05

**Bidding Document for
Selection an institute for Development of the website for
Department of Labour**

FG/TB/66/2019

INVITATION FOR BIDS (IFB)

Department of Labour –Colombo 05

Selection an institute for Development of the website for Department of Labour

FG/TB/66/2019

The Chairman Department Procurement committee on behalf of the Commissioner General of Labour now invites sealed bids from eligible and qualified bidders to develop the website for Department of Labour. Complete details are included in the bidding document.

2. Detailed description of the requirements is given in the bidding document which is now available at Department of Labour and interested bidders may download this document from the website.

http://labourdept.gov.lk/index.php?option=com_content&view=article&id=185&Itemid=85&lang=en

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedure.

4. Interested eligible bidders may obtain further information from the Chief Accountant, 9th floor, Department of Labour, “ Mehewara Piyasa” Building, Colombo 05. (Telephone 011-2581393)

5. A Pre- bid meeting which potential bidders may attend will be held On 10th November 2021 at 10.00 am via Zoom. The bidders are advised to join this meeting and at the same time they are required to demonstrate a prototype of the new website to the departmental Content Management team.

Join Zoom Meeting

<https://zoom.us/j/96202776531?pwd=KzdHak11Y3BFWGx0aGpGVlRTMzkwQT09>

Meeting ID: 962 0277 6531

Passcode: 622567

6. The bid must be hand delivered or sent by register post to the Chairman, Department Procurement Committee (Minor), Finance division, 9th floor, Department of Labour, “ Mehewara Piyasa” Building, Colombo 05 on or before **22nd November 2021 at 2.00 pm**. Late bids will be returned unopened. Bids will be opened soon after closing bids at the Finance Division, 9th Floor, Department of Labour, “ Mehewara Piyasa” Building, Colombo 05 in presence of the bidders’ representatives who choose to attend.

7. All bids must be accompanied by a bid security as section VIII an Amount of **Rs. 100,000.00** and valid up to 15.01.2022.

The Chairman,
Department Procurement Committee (Minor),
Department of Labour
Colombo 05
01.11.2021

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Section VI. The name and identification number of the Contract is provided in the Bidding Data.
- 1.2 The Successful Bidder will be expected to complete the performance of services by the intended service period provided in the Bidding Data.

2. Qualification and Experience of Bidder

- 2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and the charts, as necessary.
- 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III;
 - (a) List of Services performed for each of the last five years.
 - (b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
 - (c) Work plan and methodology
 - (d) Qualification and experiences of key staff propose for the contract.
 - (e) Any other if listed in the Bidding Data.

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

4. Site visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

Volume I

Section I Instructions to Bidders

Section IV Conditions of Contract

Section VIII Forms of Securities

Volume II

Invitation for Bid

Section II Bidding Data

Section III Forms of Bid and Qualification Information

Section V Contract Data

Section VI Employer's Requirements

Section VII Activity Schedule

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid

- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

- 8.1 The Bid shall comprise the following:

- a) Volume 1 of the Bidding Document
- b) Duly filled and signed Price Bid Submission Form
- c) Duly filled Activity Schedules
- d) Bid Security as Section VIII.
- e) Duly filled 'A' Schedules, "Qualification and Experience Information";
- f) Documentary evidence as mentioned in bidding data.
- g) Any other documents required in bidding data.
- h) Any other information, bidder may wish to include

- 8.2 The bidder shall prepare one original of the documents comprising the bid as 8.1 and clearly mark it as "ORIGINAL". In addition, the bidder shall submit a copy of the bid and clearly mark it as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

- 8.3 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder.

- 8.4 The envelopes shall then be sealed in an outer Envelope All inner and outer envelopes/cover shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data:
 - (b) Bear the name and identification number of the Contract as defined in Bidding Data.

9. Bid Prices

- 9.1 The Contract shall be for the Services, as described in the Employer's Requirement, based on the price Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in Price Schedule according to the Services described in the employer requirement section VI. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.

10. Currency of Bid and Payment

- 10.1 The prices shall be quoted by the Bidder, and it shall be in Sri Lanka Rupees.

11. Bid Validity

- 11.1 Bids shall remain valid for the period specified in the Bidding Data.
- 11.2 In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted) A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

- 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

- 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1
- 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).
- 12.5 The Bid Security may be forfeited:
- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
 - (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance Security (if required).

13. Format and signing of bid

- 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of the Instructions Bidders.
- 13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and marking of bid

- 14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall;
- (a) Be addressed to the Employer at the address provided in the Bidding Data.
 - (b) Bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 14.2 In addition to the identification required in Sub-Clause 14.1 the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of bids

- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening

- 17.1 The Employer will open the envelope marked, "ORIGINAL", in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders' names, the presence (or absence) of Bid security, bid price and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

18. Clarification of Bids

- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of bids and determination of Responsive

- 19.1 Prior to the detailed evaluation of bids, using the information provided by bidder, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding

documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bid

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

20. Evaluation of Bids

- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this Clause 20.
- 20.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) The Bid Price as quoted in accordance with employer Requirement.
 - (b) Price adjustment for correction of arithmetic errors.
 - (c) Price adjustment due to discounts offered.
 - (d) Adjustments due to the application of the evaluation criteria specified in the Bidding data.
 - (c) Qualification and Experience based on bidders' responsiveness to the Employer's Requirements.
- 20.4 A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements.

21. Comparison of bids

21. The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with clause 20.

22. Correction of Errors

- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

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

F. Award of Contract

23. Award Criteria

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

24. Employer's Right to accept any Bid and to reject any or all Bids

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

25. Notification of Award and Signing of Agreement

- 25.1 The Bidder who's Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26. Performance Security

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

27. Advance Payment and Security

- 27.1 Not applicable

Section II - Bidding Data

Instructions to Bidders

(1.1) The Employer is: Commissioner General of Labour, Department of Labour, Colombo 05.

Contract: **Selection of an institute for Development of the website for Department of Labour**

Contract No: **FG/TB/66/2019**

(1.2) The Intended Completion date is

(2.2) the information required from bidders in Sub-Clause 2.2 in section 1

Instructions to bidders are:

- i. List of Services performed by the bidder past years with details of institutes & time period.
- ii. Experience in providing website development services for last five years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts.
- iii. Copies of Audited Financial Statements for last three years.
- iv. Copy of Certificate of Company registration.
- v. Evidence for VAT registration should be attached.
- vi. Company Profile.
- vii. A Copy of Form "C" of Last EPF Payment & Proof documents for payment of EPF, ETF and any other statutory payments on behalf of employees.

(3.1) The address for submission of Bids is:

Chairman,
Department Procurement Committee (Minor)
Department of Labour, Finance Division,
9th Floor, Mehewara Piyesa
Narahenpita,
Colombo 05.

For Clarification of bid purposes only, the Purchaser's address is Department of Labour, Colombo 05.

Attention: Mr.P.Jeyabaskar – Chief Accountant

Ms. Bagya P Wijerathna – Accountant (Procurement)

Address: Finance Division, Department of Labour, 9th Floor, “Mehewara Piyesa”, Colombo 05

Telephone : 011-2581393 /011-2587415

Fax number : 011-2581393 /011-2587415

Electronic mail address: dol.fin.procurement@gmail.com

(11.1) The period of Bid validity shall be **31st December 2021**

(12.1) The amount of Bid Security shall be **Rs. 100,000.00**

The Bid Security shall be valid until **15th January 2022**

The Bid Security shall be address to Commissioner General of Labour.

(14.2) The Employer's address for the purpose of Bid submission is

Chairman,
Department Procurement Committee (Minor)
Department of Labour, Finance Division,
9th Floor, Mehewara Piyesa
Narahenpita,
Colombo 05.

For identification of the bid the envelopes should indicate:

Contract: **Selection of an institute for Development of the website for Department of Labour**

Bid / Contract Number: **FG/TB/66/2019**

(15.1) The deadline for submission of bids shall be **22nd November 2021 at 2.00 pm**

(17.1) Bids will be opened on 22nd November 2021 at 2.00 pm the following address Finance Division, 9th Floor, “Mehewara Piyesa”, Narahenpita, Colombo 05.

(20.3) Criteria for Evaluation of Qualification and Experience

The following factors and methodology will be used for evaluation:

	Criteria	Maximum Points	Minimum Points
a	Experience in similar assignments	15	8
b	Work plan & Methodology	60	50
c	Key Staff	15	8
d	Client Reference	5	2
e	Financial capability	5	2
	Total	100	70

Experience in similar assignments:

The determination will take into account the Bidder's involvement in the similar assignments in the recent past.

Work plan and Methodology:

The determination will take into account the bidder's proposed approach including the allocation of necessary resources in providing the services.

Key Staff:

Only the Key staff proposed by the bidder will be evaluated.

Client's Reference:

The references made by previous clients about the quality of the Services provided by the bidder will be evaluated.

Financial Capability:

All financial aspects including the annual Turnover and other financial information will be evaluated.

(26.0) The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to **10%** of the Contract Price. The Performance Security should be paid in cash or by an unconditional Bank Guarantee from a reputed bank approved by Central Bank of Sri Lanka. This should be valid until a date 28 days beyond the Intended service period.

Section III.

Forms of Bid, Price Schedule, Qualification Information, Clients Reference, Annual Turnover Information, Key Staff, Letter of Acceptance and Form of Contract.

Form of Bid

Date.....

To: Commissioner General of Labour, Department of Labour, Colombo 05.

Having examined the bidding documents, we offer to provide the **Selection of an institute for Development of the website for Department of Labour** in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of

.....
.[amount in numbers],

.....
.....[amount in words] or any other sum derived in accordance with the said documents.

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

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

Authorized Signature:

Name and Title of Signatory: (Affix official Seal)

Name of Bidder:

Address:

.....

Price Schedule

No	Description	Price
01.	Implementation of the website for Department of Labour	
02.	Training	
03.	<u>Maintenance (3 Years)</u>	
	3.1. Year One	
	3.2. Year Two	
	3.3. Year Three	
	Total Price	
	VAT	
	Total Price with VAT	

Authorized Signature:

Qualification Information

Schedule A - Experience in Developing websites for last five years				
Period	Employer	Description of Service	Contract value (Annual) (Rs.)	Contractor's Responsibility (%)

*Additional Pages may be attached as necessary.

Schedule B – Work Plan and Methodology

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

Schedule C- Key Staff

Key Staff		
Name	Position	Task

Schedule D – Client’s Reference

Attach the certificates given by the client’s making references on the services executed by bidder.

Schedule E – Annual Turn-over Information
(Last five years)

Year	Turn – over	Remarks
2019		Please attach the audited financial reports.
2018		
2017		
2016		
2015		

Letter of Acceptance

[Letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

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

..... [date]

To: [Name and address of the Service provider]

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Form of Contract

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following document attached hereto shall be deemed to form an integral part of this Contract:
 - a) The Conditions of Contract.
 - b) The Contract Data.
 - c) The Form of Bid
 - d) The Priced Activity Schedule
 - e) The Employer's Requirements
 - f) The Following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payment
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Employer
- 2) The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

Section IV. Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the Context otherwise requires, the following terms whenever used in this Contract have the following meanings.

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

Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

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

1.3 Language This Contract has been executed in English Language

1.4 Notice

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5 Location

The Service shall be performed at such locations as are specified in Section VI, in the Employer's Requirement and where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract data.

2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6 the Service Provider shall completes the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended completion Date, it shall be liable to pay liquidated damage as per

Sub-Clause 3.8 in this case, the completion Date will be the date of completion of all activities.

2.4 Additional Services

Service provider has to submit a separate quotation from the request of employer and prior approval has to take from the employer before carry out any addition services.

2.5 Force Majeure

2.5.1 Definition

For the Purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's Performance of its obligations under the Contract impossible or as impractical as to consider impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a bread of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order you carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than one month written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and twenty-eight (28) day's in the case of the event referred to in (f);

- a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within one month after being notified or within any further period as the Employer may have subsequently approved in writing.

- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider

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

- a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-two (42) days after receiving written notice from the Service Provider and that such payment is overdue; or
- b) if as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

2.6.3 Payment upon termination

Termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2 the Employer shall make the following payment to the Service Provider.

- a) except in the case of termination pursuant to paragraphs (a),(b),(d),(e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

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

3.3 Confidentiality

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

3.5 Service Provider's Actions requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions.

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

3.6 Reporting Obligations

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

3.7 Documents prepared by the Service Providers to be the Property of the Employer

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the

Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.8 Liquidate Damages

3.8.1 Payments of per Liquidated Damages

The Service Provider shall pay liquidated damages to then Employer at the rate date stated in the Contract Data for each day that the Completion date is later than the Intended Completion Date. The total amount of liquidated damages shall exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages shall not affect the Service Provider's liabilities.

3.9 Performance Security

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.1 Removal and/or Replacement of the Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of Service Provide, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) Committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds there of, provide

as a replacement a person with qualifications and experience acceptable to Employer.

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and facilities listed under Appendix D.

5.4 Service Provision

Ensure the OSH of all permanent, casual and temporary employees deployed for service provision.

6. Payments to the Service Provider

6.1 Measure & Pay Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be measure & pay including all Sub contractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described In section VI- Employer Requirement. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3. For ease of evaluation, the monthly value should be included in the price schedule for 30 days and payments will be made based on the number of days in each month. Separate invoices should be submitted for each office.

6.2 Contract Price

The Contract Price is set forth in the Contract Data.

6.3 Payment for Additional Services Employer shall pay the service provider the amount agreed under 2.4

6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data.

7. Quality Control

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

7.2 Correction of Defects, and Lack of Performance penalty

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

8. Settlement of Disputes

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

8.2 Dispute Settlement

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

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

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

Section V. Contract Data

**Number Amendments of, and Supplements to, clauses in the General Condition of Contract
Of GC
Clause**

1.1(e) The contract name

1.1(h) The Employer is Commissioner General of Labour, Department of Labour.

1.1(m) The Member in Charge is Additional Commissioner General of labour(Administration)

1.1(p) The Service Provider is[insert name]

1.4 The addresses are:

Employer:
Attention:
Telex :
Facsimile:

Service Provider:

Attention:
Telex:
Facsimile:

1.6 The Authorized Representatives are:

For the Employer: Assistant Commissioner of Labour (Administration)

For the Service Provider:

2.1 The date on which this Contract shall come into effect is.....[Date indicated in the Letter of Acceptance.]

2.2.1 The Starting Date for the commencement of Services is [Date indicated in the Letter of Acceptance.]

The Intended Completion Date is[date].

6.2(a) The amount is[insert amount].

6.4 Payment will be made on monthly basis to the Service Provider within 28 days on receipt of the invoice and the relevant documents.

Section VI - Employer's Requirements

Scope of Services

1 INTRODUCTION

- 1.1 The Department of Labour started under the Indian Immigrant Labour Ordinance No. 01 of 1923, the objective of strengthening the national economy through proper maintenance for tripartite relations among the employee, employer and government. The fundamental function of the Department of Labour is to implement legislations which consists 13 Principle Divisions, 11 Zonal Labour Offices, 40 District Labour Offices, 17 Sub Labour offices and 10 District Factory Inspecting Engineer's Offices.
- 1.2 The Department already has an official website that is hosted in <http://www.labourdept.gov.lk/>. The website developed in 2011 by LankaCom in association with ICTA. There are some reasons to go for a new website such as the current website developed by using Joomla 1.5 edition, which cause some bugs, security impacts and there are new requirements and advancements which cannot fulfill from the current website as there was no agreement maintained with the web developer.

2 OBJECTIVES

- 2.1 Improve the communication between Department of Labour and its stakeholder by providing up to date information in official and link languages.
- 2.2 Improve Department of Labour as the Centre of public sector knowledge by providing information on best practices in management and leadership.
- 2.3 Design the website in such a way that websites follow a common style to provide maximum user friendliness.
- 2.4 Provide easy access for regular visitors to their areas of interest in the website.
- 2.5 Improve administrative efficiency of the Department of Labour by effective communication within the staff.

3 SCOPE OF THE SERVICE

- 3.1 Study the main functions and services provided by the Department of Labour to understand its scope of work and identify the key stakeholders. (Refer the [website for](#) the up-to-date information regarding main functions and services)
- 3.2 Brainstorm with the Content Management Team (CMT) members of the Department of Labour to identify the information and the content management requirements of the new website.
- 3.3 Educate and create awareness among the officials of the Department of Labour on useful features that could be used for information dissemination through the Internet.
- 3.4 Design websites based on the requirements of the assigned Department of Labour. The designs should facilitate the content management requirements of Department of Labour to add information and services incrementally as and when those become available.
- 3.5 Design the website structure and finalize the information architecture of the website for providing information and services in all three languages (Sinhala, Tamil and English) and obtain the acceptance from CMT.
- 3.6 Prepare a suitable website structure and a prototype for the website of the Department of Labour in consultation with the Content Management Team (CMT) of the department.
- 3.7 Content gathering, arranging contents according to a logical manner and coordinating of the content gathering process in association with the CMT and Chief Information Officer (CIO) of the Department of Labour. Gathered contents should be signed off by the Department of Labour.
- 3.8 Developers are free to deviate from the initial government web layout to develop better websites, but keeping key overall appearance similar to website of other government websites.
- 3.9 Come up with a widely used (latest) and battle tested demanding Content Management System (CMS) tool (i.e. Word Press) with the proper justification for the proposed web site in order to provide the CMS support for ALL pages.
- 3.10 The overall style, look and feel need to be aligned with the context of the department, preserving its esteemed image. Especially the **website should be responsive** to look great and work well on all the browsers of a desktop (or laptop), a tablet, and a mobile phone.
- 3.11 The initial layout of the website could be as follows (proposed structure of the proposed website).
 - A. “Welcome page” - Load text dynamically with the Unicode fonts (Should consist of language selection buttons, links to the sites where user can download Sinhala and Tamil Unicode fonts)
 - B. “Home page” - Home page will contain following information
 - Slider with latest photos with taglines
 - Display announcements, news and events section to report latest information

- Links to related organizations (Ministry of Labour and other departments and institutes functioning under the ministry, EPF of CBSL, NIELS, ILO, etc.)
 - Event calendar
 - Include necessary social media feeds (Facebook, Twitter, YouTube), RSS feeds & API's
 - Publications of the department
 - Popup banners for special notices (Social Dialogue Competition, etc.)
- C. "About Us" - This page should elaborate the organizational background, major functional area, development etc.
- Overview and History
 - Vision, Mission, Objectives and Organizational Structure
 - Profiles of Commissioner General and members of the management
 - Brief description of the different divisions and units
- D. "Services" – This includes the services provided by the Department of Labour. This is the most important section of the proposed website and this can be extended up to several web pages. This should be presented as very attractive and user-friendly manner.(**Annexure-01**)
- E. "Contact Us" page will have following information,
- Postal address
 - Map which shows the location of the Department of Labour head office
 - Contact person's name/designation and their telephone numbers/fax numbers and emails
 - Provide contact details of all 68 Labour Offices (Postal address should point out the google map direction) functioning under the Department of Labour.
- F. Site map

3.12 The new website developed shall essentially have the following features among other features.

- A. Search / Find facility across the entire site
- B. Date of last update
- C. Standard menu icons
- D. A link to the Sri Lanka Government [web portal](#), Local languages websites (Siyabas.lk, emadumoliha.lk, locallanguages.lk) etc.

3.13 Website should include free none proprietary statistic generating tool which can generate statistics as follows for a given date

- Hit counter
- Number of page loads
- Number of hits received
- Pages accessed by the user
- Visitor's location based information

3.14 Website developer should adhere to the World Wide Web (W3C) standards and latest version of government web standards. This is also available at;

https://www.icta.lk/icta-assets/uploads/2016/03/Government_web_standards.v3.pdf

Developer should adhere to the following **accessibility guidelines** published by W3C.

- Resize Text
- Keyboard Accessibility
- Highly visible highlighting mechanism for links
- Multiple ways (table of contents, site map etc.)

- Appropriate alt text provided for images.

- 3.15 The database handling software according to the platform used (To develop the backend databases to support content management).
- 3.16 The website will be hosted in Government Internet data center of LGN. The developer should take care of hosting the website in LGC. (SSL Certificate)
Backup, restore and Disaster Recovery must be specifically mentioned.
- 3.17 Provide training to the staff (3 members) of the department that own the websites.
- 3.18 Manage and maintain the website for a minimum three (3) year period time from the date of sign off.
- 3.19 Upload the website into the Production environment server. In case it is required to the shift the website from the existing server to a new server, the contractor should provide necessary technical support for 1 year from the date of signing off.

4 Resources

- 4.1 The Department of Labour will provide the following facilities to the development team.
 - A. Arrange meetings with relevant end, if the need arises;
 - B. Issue an introductory letter, co-ordinate and arrange all appointments / meetings with the stakeholders.Other than above listed facilities, no facilities whatsoever will be provided to the successful bidder by the Client.

5 Ownership

- 5.1 The website developer should provide soft copies of all source codes, databases, Content Management tool, graphics, design documentations and other related documents used in the website to the Department of Labour.
- 5.2 The Intellectual property rights relating to the graphics, photos (captured by the photographers), text, artwork, design, sound recordings, software, database, and any other components developed for this project by the consultant shall be the property of the Department of Labour and shall have the right to transfer such rights to the community it prefers.
- 5.3 Content Management Tool's passwords (including super user password) and File Transferring Protocol (FTP) password should be handed over to the Department of Labour after signing off the website. The passwords can be obtained from the Department during the maintenance period.
- 5.4 Vendor should impose the copyright and disclaimer notice as specified by the Purchaser.

5.5 All confidential information exchanged during the assignment should not be disclosed by the consultant to a third party.

6 Testing and Quality Assurance

6.1 Quality Assurance should be guaranteed for the whole website in all aspects.

6.2 Quality Assurance approach should be described in detail in the Methodology.

6.3 The web developer should implements all necessary security measures and adhere to the security measures proposed by Sri Lanka Computer Emergency Response Team (SLCERT) for ensuring the security of the websites where the Website should be immune to exploitations such as, SQL Injection; Cross-site scripting (XSS); Session/(J hack guard) URL poisoning etc. It is recommended to use two way SSL authentication for accessing the backend (CMS) of the website

7 Preferred Qualifications for Consultants

The consulting firm should have the suitable resource persons for the following position in this project with relevant qualifications and experience.

Key Professional Staff	Academic	Experience in the Proposed Role	Knowledge on Sinhala and Tamil Unicode and open source CMSs
Project Manger	At least a degree in the relevant field	3 years	-
Tech Lead	B.Sc in IT or equivalent	2 years	Yes
Web Developer(s)	B.Sc in IT or equivalent	2 years	Yes
Software Engineer	B.Sc in IT or equivalent	2 years or above	Yes
GUI Designer	B.Sc in IT or equivalent	2 years	-
QA Engineers (s)	B.Sc in IT or equivalent	2 years	-

8 Work Schedule

Total duration of this project is 6 months.

Work schedule for a website as follows.

	Activity	Due date	Deliverable
1.	Initial Meeting and Coordination of content collection	Commencement Date + Day 1	Stake holder matrix

2.	Requirement Study	Commencement Date + Week 2	Software requirement Specifications (SRS) and proposal of the new structure and the strategy to be adopted
3.	Requirement Verification		
4.	Development of initial prototype and present the structure to the Content Management Team and the feedback (Present the Information Architecture).	Commencement Date + Week 12	Proposed prototypes and Design
5.	Complete/full functional English Version and obtained the sign-off	Commencement Date + Week 4	Fully functional and approved English Site
6.	Complete full functional Sinhala and Tamil version.	Commencement Date + Week 6	Completed Sinhala / Tamil Website.
7.	Security Audit	Commencement Date + Week 10	Approved website by SLCERT (or any other party recommended by SLCERT) following the application of their security recommendations.
8.	Website hosting	Commencement Date + Week 11	Hosted website
9.	Training and sign off	Commencement Date + Week 12	Training documentations & User Manuals
10.	Maintenance website for three years	Sign-off date + three year	Maintenance report.

9 Training

9.1 Provide Training for three (3) staff members including the people who are capable of speaking, typing Sinhala, Tamil and English. The training should cover,

- a) Train to use the Content Management Tool.
- b) Make aware of exiting government websites.
- c) Providing training manuals to the user.
- d) Training on Site uploading.

10 Maintenance

10.1 Following services should be provided by the consultant for a period of three (3) year without any additional cost.

10.2 Manage and maintain the website for a three (3) year period from the date of acceptance letter (sign off) issued by Content Manager of CMT.

10.3 Department of Labour is able to extend their maintenance period by signing a contract agreement between them and the web development company by ensuring the providence of the payment for maintenance cost for the required period of time.

- 10.4 Updates requested by the Department of Labour should be uploaded within 24 hours of receiving the information.
- 10.5 The web developer should submit a report at the end of each month during the maintenance period covering the following areas.
- a) No of visitors – location based
 - b) No of hits to all pages
 - c) Visitors' previous link
 - d) No of downloads for different articles
 - e) Isolated, static, missing and incomplete pages
- 10.6 Provide Helpdesk support to user in updates and contents management for three (3) year period from the date of signoff.
- 10.7 Upgrade Open-Source Content Management System version and resolve all such issues that may arise due to upgrading such as content alignment, security etc during the maintenance period.
- 10.8 Attend to all types of Corrective maintenances (Bug fixing and installing of security patches). If user discovers any error/failure in the website, web consultant should respond and rectify immediately. Meantime to Response (MTR) should not exceed one hour and Mean Time to Resolution should not exceed 24 hours from the time of being informed. Notification of errors/failures should be possible through email, telephone, and fax or in letter format.
- 10.9 Fulfil to the following requirements.
- a) Ensure the website is up and running with minimum loading time.
 - b) Documentation and technical support
 - c) Add new paragraphs, text to the existing webpage (ex: address changes, telephone number changes etc).
 - d) Insert new photos, images, to the body of the pages.
 - e) Adding, Removing and Updating hyperlinks.
 - f) Insert new colour schemes to the web pages.
 - g) Insert new menu items to the existing menus.
 - h) Include hit counters, last modified dates etc.
 - i) Uploading new pages to the server.
 - j) Minor modifications to the webpage banners.
 - k) Train and guide the department for generating statistics on the website.
 - l) Provide technical support to the Department of Labour to change the server location where the website is already hosted

Annexure 01

<p>01 Services provided by Department of Labour to the general public can be listed as below (a-d).</p> <p>a. Services of Employees' Provident Fund Division;</p> <ol style="list-style-type: none"> i. Payment of Employees' Provident Fund Benefits for Employees upon Completion of Age, for Female employees on Marriage grounds, on Medical grounds, upon receiving a Permanent and Pensionable appointment in Public Service, on Migration for Permanent Residence, upon Restructuring of Government Corporations and Statutory boards, in the event of Death of the member ii. Registration of Employers & Employees iii. Payment of 30% Pre-benefits from Employees' Provident Fund iv. Issuing Guarantee Certificate for Housing Loans <p>b. Services of Industrial Relations Division;</p> <ol style="list-style-type: none"> i. Taking action on Industrial Disputes ii. Giving Instructions on payment of Gratuity and taking action on Complaints on Gratuity iii. Carrying out of Inspections on a Complaint made by an employee on Termination of his Employment <p>c. Services of Industrial Safety Division;</p> <ol style="list-style-type: none"> i. Registration of Factories ii. Notifying on Accidents iii. Notifying on Industrial Diseases iv. Notifying on Dangerous Occurrences <p>d. Services of Trade Union Unit;</p> <ol style="list-style-type: none"> i. Registration of Trade Unions and Trade Union Federations ii. Update of Registered Trade Union iii. Dissolution of a Registered Trade Union iv. Change of Constitution of a Registered Trade Union v. Change of Address of an office of a Registered Trade Union vi. Change of officers of a Registered Trade Union 	<p>Each of the service should describe as;</p> <ul style="list-style-type: none"> ➤ Eligibility ➤ Method of submitting application, payment for application ➤ Time to submit application, fees paying to obtain this service ➤ Period taken to provide the service (Ordinary Service and Priority Service) ➤ Necessary supporting documents ➤ Staff officers in charge of the service ➤ Required application forms (with downloadable facility) <p>▪ Details should be presented in attractive manner in all three languages.</p>
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02	Under Downloads; <ul style="list-style-type: none"> ▪ Application Forms ▪ Gazettes (Extra Gazettes for wages boards) ▪ Statistical information (Annual Reports, Surveys, etc.) ▪ Labour Legislations, Acts & Amendments 	<ul style="list-style-type: none"> ▪ Should track how many times visitors download the relevant file as a statistic report ▪ Advance search/filter options should be available
03	Scholarships Invitation for Bids	<ul style="list-style-type: none"> ▪ Should track how many times visitors download the relevant file as a statistic report ▪ Should be automatically archive after the closing date
04	Frequently Asked Questions	<ul style="list-style-type: none"> ▪ Should be presented in an attractive manner ▪ Advance search facility should be available (from keyword)
05	Login facility to Website	<ul style="list-style-type: none"> ▪ 13 Principle Divisions, 11 Zonal Labour Offices, 40 District Labour Offices, 17 Sub Labour offices and 10 District Factory Inspecting Engineer's Offices should be able to login to the website using the division's email address and a password ▪ Generally, they can view Staff Notices, Exam Notices, Departmental Circulars, Enrolment Procedures, Internal Transfer details ▪ Some office dashboards vary according to the e Services they are providing
06	Inform Strikes online	<ul style="list-style-type: none"> ▪ Visitor should be able to inform strikes with or without adding their identity ▪ Nearby city could be selected from a dropdown list ▪ Those incident details should view as a notification to Industrial Relations division's dashboard
07	Get their relevant Labour Office	<ul style="list-style-type: none"> ▪ Visitors should be able to locate their specific labour office with the google map directions by selecting their Grama Niladhari division ▪ This should provide the contact details of the office
08	Manage Trade Union Details	<ul style="list-style-type: none"> ▪ New Trade Union registration should be available by filling the form and upload necessary documents (Annexure-02) ▪ Trade Union member and Trade Union Division should be able to login and; <ul style="list-style-type: none"> ➤ Trade Union member should be able register and view their Trade Union Profile ➤ Trade Union Division should be able to update the status of the trade unions (Active, Dissolved, Cancelled) and add comments after receiving the hard copies by post ➤ Auto renewal process should be automatically notifying to Trade Union members via an email
09	Manage Termination Process	<ul style="list-style-type: none"> ▪ Employer and Employee should be able to submit applications regarding termination (Annexure-03) ▪ Requests should be visible in Termination Branch's dashboard ▪ Termination branch staff can update the status of the termination ▪ Employer or Employee will get an email regarding the status
10	Reservation of Circuit Bungalows	<ul style="list-style-type: none"> ▪ Visitors should be able to check availability of Circuit Bungalows and make reservations by agreeing the terms and conditions (Annexure-04) ▪ Reservation should be completed after submitting the payment

		<ul style="list-style-type: none"> slip ▪ Admin Branch could be able to verify the payment slip and update the status from their dashboard ▪ Confirmation email should be generated with unique reservation ID ▪ Visitor should be able to cancel and reschedule reservations according to said terms and conditions
11	Online Submission of Night Work Approval Application Form	<ul style="list-style-type: none"> ▪ Visitor should be able to fill the application form (Annexure-05) ▪ WCA division should get the applications to their dashboard with unique identification number ▪ WCA division can forward Night Work Approval Application Form to relevant labour office ▪ Labour office can do the approval/rejection. Then the status will notify to both WCA division's dashboard and visitor's email
12	Apply online the Certificate of Clearance from Security Service Providers	<ul style="list-style-type: none"> ▪ Visitor should be able to submit the applications (Annexure-06) ▪ EPF Registrations division should get the applications to their dashboard with unique identification number ▪ EPF Registrations division should be able to update the status and the same status should alert to the visitor via an email
13	Apply online for the competition organised by Human Resource Development Unit	<ul style="list-style-type: none"> ▪ Visitor should be able to submit the applications (Annexure-07) ▪ This application should be available only in the end of each year and automatically archive after the closing date ▪ Popup banner should be visible those days including a link to that form ▪ HRD Division should get the applications to their dashboard with unique identification number ▪ Visitor should get a confirmation email with that unique identification number
14	Employer - Employee Relationship Strengthening Programs organised by Human Resource Development Unit	<ul style="list-style-type: none"> ▪ Available dates of HRD Division should be presented in an Event Calendar ▪ Visitor should be able to request an available date for a program ▪ Automatically notify HRD Division regarding the request via as a notification to their dashboard. Then they can approve/reject the event and the status will notify to the visitor via an email
15	Integrate online solutions	<ul style="list-style-type: none"> ▪ Should be compatible to integrate following services (both implemented and to be implemented in future); <ul style="list-style-type: none"> ➢ Online Inquiry Management System ➢ Online Appointment System ➢ EPF ABH Form entering ➢ EPF Claim status checking ➢ Employee & Employer Registration ➢ Chatbot

Section VII. Activity Schedule

Notes on the Activity Schedule

Objectives

The objectives of the Activity Schedule are

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

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

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

Section VIII. Security Forms

Annex A Form: Bid Security (Bank Guarantee)

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets].....
[insert issuing agency's name, and address of issuing branch or office]

Beneficiary: Commissioner General of Labour, Department of Labour, Colombo 05.

Date:.....*[insert (by issuing agency) date]*

BID GUARANTEE No.:.....*[insert (by issuing agency) number]*

We have been informed that *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert (by issuing agency) date]* (Hereinafter called "the Bid") for the supply of*[insert name of Supplier]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

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

At the request of the Bidder, we *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

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

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

.....*[signature(s) of authorized representative(s)]*

Annex B Form:
Performance Bank Guarantee (Unconditional)

To: Commissioner General of Labour, Department of Labour, Colombo 05.

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

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

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

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

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

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

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

Signature and seal of the Guarantor

Name of Bank

Address

Date

