



**INFORMATION AND COMMUNICATION TECHNOLOGY  
AGENCY OF SRI LANKA**

**BIDDING DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)**

**FOR**

**Digitization of Land Records of Land Registries (Western Province and  
Southern Province)**

**INVITATION FOR BIDS No: ICTA/SG2/GOSL/SER/NCB/2018/002**

**July 2018**



**Information and Communication Technology Agency of Sri Lanka**

**Invitation for Bids (IFB)**

**Digitization of Land Records of Land Registries (Western Province and Southern Province) - IFB No: ICTA/SG2/GOSL/SER/NCB/2018/002**

1. The Ministry of Development Strategies and International Trade (MODSIT) spearheading improving investment climate of Sri Lanka by formulating strategies to create positive perception among the global and local business community. To align with this objective, the MODSIT is determined to improve ranking of “Ease of Doing Business Index (EoDBI)” of Sri Lanka from its current position. One of the index focuses on “Property Registration”. To improve the situation of EoDBI of the country, the MODSIT to introduce an ‘Integrated eLand Registry System’ to improve the property registration processes and speed-up the information access across the multiple interdependent government sector organizations, private sector organizations and general public. Information and Communication Technology Agency (ICTA) facilitates the implementation in collaboration with the MODSIT.
2. As part of above implementation, ICTA intends to digitize the land records of the Land Registries under purview of the Department Registrar General namely Attanagalla, Avissawella, Balapitiya, Colombo, Delkada, Elpitiya, Galle, Gampaha, Hambanthota, Homagama, Horana, Kalutara, Kotapola, Negombo, Matara, Mathugama, Panadura and Tangalle
3. The **Chairman, Project Procurement Committee (PPC), on behalf of ICTA**, now invites sealed Bids from eligible and qualified bidders for Digitization of Land Records of Land Registries (Western Province and Southern Province).

<b>Package No:</b>	<b>Name of the Package</b>	<b>IFB Number</b>	<b>Amount of Bid Security (LKR)</b>
1	Digitization of Land Records of Homagama Land Registry	ICTA/SG2/GOSL/SER/NCB/2018/002/PK1	150,000.00
2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK2	175,000.00
3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK3	150,000.00
4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK4	200,000.00

Bidders may bid for one package or more packages and should furnish separate Bid Security for each Package and evaluated separately.

The Bidders should meet the following minimum qualification criteria:

- Minimum average annual turnover of **LKR 30 Million** calculated as total certified payments received for contracts in progress or completed, within the last three **(03)** years;
  - The bidder should have completed at least two **(02)** similar projects over the last three **(03)** years,
4. Bidding will be conducted using the **National Competitive Bidding (NCB)** procedure and is open to all eligible and qualified bidders as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka (GoSL) that meet the qualification requirements specified in the Bidding Documents.
  5. Interested eligible Bidders may obtain further information from Procurement Division, Segment 2, ICTA, No. 160/24, Kirimandala Mawatha, Colombo 05 and inspect the bidding documents free of charge during office hours (09:00 Hrs - 16:00 Hrs) on working days commencing from July 9, 2018. Contact Telephone No: 2369099 Extension: 346, E-Mail: [procurementsg2@icta.lk](mailto:procurementsg2@icta.lk). Bidding documents are also available on <https://www.icta.lk/procurement/> only for reference purposes.
  6. A complete set of Bidding Document in English Language may be purchased by interested Bidders on submission of a written application and upon payment of a non-refundable fee of **Sri Lankan Rupees Twelve Thousand Five Hundred only (LKR 12,500.00)** effective from **July 9, 2018** during office hours on working days from the office of the ICTA at 160/24, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.
  7. A pre-bid meeting which potential Bidders may attend will be held at **1030 Hrs on July 19, 2018** at the office of ICTA at the above address.
  8. Bids must be delivered to Procurement Officer, C/o Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), No. 160/24, Kirimandala Mawatha, Colombo 05 at or before **1100 Hrs on July 31, 2018**. Late Bids and Bids sent electronically will not be accepted and will be rejected.
  9. All Bids must be accompanied by a Bid Securities in the form of a Bank Guarantee using the format given in the Bidding Document in the amounts indicated in para (3). **Bidders shall submit separate Bid Security for each Package.**
  10. Bids will be opened immediately after the deadline for submission of bids, in the presence of Bidders or their authorized representatives who choose to attend in person at the address stated above.

Chairman

Project Procurement Committee

Information and Communication Technology Agency of Sri Lanka

N0. 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05



# Section 1

## Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding (NCB) Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
2. **Source of Funds**
  - 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
3. **Corrupt or Fraudulent Practices**
  - 3.1 The attention of the bidders is drawn to the followings:
    - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
    - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
  - 3.2 The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
    - a) *“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*
    - b) *“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;*
    - c) *“collusive practice” means a scheme or arrangement between two or more bidders, with or without the*

*knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and*

*d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.*

3.3 If the Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

4.1 All bidders shall possess legal rights to supply the Services under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or

4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.

4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

#### **5. Qualification of the Bidder**

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from pre-qualified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers; and
- (i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount;

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners

and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last Three (03) years **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Project Manager with Five (05) years' experience in Services of an equivalent nature and volume, including no less than Three (03) years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

5.6 A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

5.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

## **6. One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.



- 7. Cost of Bidding** 7.1 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.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |   |
|--------------|---|
| Section I    | Instructions to Bidders                                 |
| Section II   | Bidding Data Sheet                                      |
| Section III  | Bidding Forms   |
| Section IV   | Eligible countries (Not applicable)                     |
| Section V    | Activity Schedule (Description of services)             |
| Section VI   | General Conditions of Contract                          |
| Section VII  | Special Conditions of Contract                          |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX   | Contract Forms  |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents** 10.1 A interested Bidder requiring any clarification of the bidding documents may notify the Employer by email at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Bidders who have purchased the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by e-mail to all Bidders of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

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

- 12. Language of Bid**
- 12.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Employer, shall be written in English language. In the event a document in a language other than English need be submitted, an official translation of the same in English need be submitted along with the document, and the content of the translated document shall only be recognized.

- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Description of services), Section VIII and listed in the Activity Schedule, Section V. 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.
- 14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the

Contract Price. However, VAT shall not be included in the price but shall be indicated separately.

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

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendix E to the Contract.

**15. Currencies of Bid and Payment**

15.1 The Bidder shall quote in Sri Lankan Rupees for local services and the payment shall be made for such services in Sri Lankan Rupees.

15.2 The Bidder may quote in US Dollars for services for which foreign currencies involved. And the Bidder may be required by the Employer to justify to the Employer's satisfaction for such foreign currency requirements if any.

**16. Bid Validity**

16.1 Bids shall remain valid until the date specified in the **BDS**. A bid valid for a shorter date shall be rejected by the Employer as non responsive.

16.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

**17. Bid Security**

17.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the **BDS**.

17.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in Sri Lankan Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by any commercial bank licensed by the Central Bank of Sri Lanka.
- (c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34;
  - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

#### **18. Alternative Proposals by Bidders**

18.1 Alternative bids shall not be considered.

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

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies 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, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid

where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 19.3 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**

##### **20. Sealing and Marking of Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer at the address provided in the **BDS**
  - (c) **bear the name and identification number of the Contract as** defined in the BDS and
  - (d) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

##### **21. Deadline for Submission of Bids**

- 21.1 Bids shall be delivered to the Employer at the address specified above (Refer 20.2 (b)) no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

##### **22. Late Bids**

- 22.1 The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23. Modification  
and  
Withdrawal of  
Bids**

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

**E. Bid Opening and Evaluation**

**24. Bid Opening**

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be  
Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Upon the award to the

successful bidder, the details of which may be availed on request. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific short-comings. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask 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 ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 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.

- |  |   |
|--|---|
| <b>28. Correction of Errors</b>              | <p>28.1 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 an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>28.2 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 ITB Sub-Clause 17.5(b).</p>  |
| <b>29. Currency for Bid Evaluation</b>       | <p>29.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in the BDS.</p>  |
| <b>30. Evaluation and Comparison of Bids</b> | <p>30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.</p> <p>30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p> <ul style="list-style-type: none"> <li>(a) making any correction for errors pursuant to ITB Clause 28;</li> <li>(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Description of services) Section VIII;</li> <li>(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.</li> </ul> <p>30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.</p> <p>30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.</p> |



- 31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## **F. Award of Contract**

- 32. Award Criteria** 32.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Subject to ITB Clause 33, 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, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, 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.

- 34. Notification of Award and Signing of Agreement** 34.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 34.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

- 35. Performance Security** 35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The Employer shall promptly notify

the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 17.4. Refer BDS.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

## Section II. Bidding Data Sheet

The following specific information relating to services to be procured and procurement procedure that will be used shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

### Instructions to Bidders Clause Reference

<b>A. General</b>			
<b>1.1</b>	The Employer is: Information and Communication Technology Agency of Sri Lanka		
	The name and identification number of the Contract is;		
	<b>“Digitization of Land Records of Land Registries (Western Province and Southern Province))” - IFB No: ICTA/SG2/GOSL/SER/NCB/2018/002”</b>		
	<b>Package No:</b>	<b>Name of the Package</b>	<b>IFB Number</b>
			<b>Amount of Bid Security (LKR)</b>
	1	Digitization of Land Records of Homagama Land Registry	<b>ICTA/SG2/GOSL/SER /NCB/2018/002/PK1</b>
	2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	<b>ICTA/SG2/GOSL/SER /NCB/2018/002/PK2</b>
	3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	<b>ICTA/SG2/GOSL/SER /NCB/2018/002/PK3</b>
	4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	<b>ICTA/SG2/GOSL/SER /NCB/2018/002/PK4</b>
Bidders may bid for one package or more packages and should furnish separate Bid Security for each Package and evaluated separately. Partial bids shall be liable to be treated as “Non Responsive” and rejected.			

1.2	(a) Intended completion date for digitization the land registers in 18 land registries within the given date as below from the <b>Commencement Date</b> .																				
	<table><tr><th>Package No:</th><th>Name of the Package</th><th>IFB Number</th><th>Contract Period</th></tr><tr><td>1</td><td>Digitization of Land Records of Homagama Land Registry</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK1</td><td>3 months</td></tr><tr><td>2</td><td>Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK2</td><td>3 months</td></tr><tr><td>3</td><td>Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK3</td><td>3 months</td></tr><tr><td>4</td><td>Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK4</td><td>3 months</td></tr></table>	Package No:	Name of the Package	IFB Number	Contract Period	1	Digitization of Land Records of Homagama Land Registry	ICTA/SG2/GOSL/SER/NCB/2018/002/PK1	3 months	2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK2	3 months	3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK3	3 months	4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK4	3 months
Package No:	Name of the Package	IFB Number	Contract Period																		
1	Digitization of Land Records of Homagama Land Registry	ICTA/SG2/GOSL/SER/NCB/2018/002/PK1	3 months																		
2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK2	3 months																		
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2.1	The source of funding for this project is: Government of Sri Lanka (GOSL)																				
4.4	Foreign bidders are not allowed to bid.																				
5.2	Prequalification of potential bidders has not been undertaken under this procurement activity.																				
5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ul style="list-style-type: none"><li>(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the Bidder;</li><li>(b) total monetary value of services performed for each of the last five years;</li><li>(c) experience in services of a similar nature and complexity during last three(3) 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;</li><li>(d) qualifications and experience of key site management and technical personnel proposed for the project</li><li>(e) reports on the financial standing of the bidder, such as profit and loss statements and auditor’s reports for the past three years;</li><li>(f) evidence of adequacy of working capital for this project (access to line(s) of credit and availability of other financial resources);</li><li>(g) authority to the employer to seek references from the Bidder’s bankers;</li></ul>																				

	(h) information regarding any litigation, current or during the last three years, in which the bidder is involved, the parties concerned, and disputed amount.
<b>5.5(a)</b>	The average annual volume of services performed by the Bidder over the last 3 years shall be Sri Lankan Rupees Twenty million (LKR 20 Million).
<b>5.5(b)</b>	Experience (see 5.3 (c) of BDS) as a service provider being in the business of provisioning of at least two (02) similar nature experiences over last three (03) years, and details of services contractually committed, names and addresses of clients who may be contacted for further information on those contracts.
<b>5.5(c)</b>	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be</p> <ul style="list-style-type: none"> <li>• Scanners capable of fast scanning and image processing of scanned images of land registers (refer to sample land register)</li> <li>• Computers, servers, networking equipment and accessories</li> <li>• Data capture software to capture key data elements of a land register as specified in the scope of the work section. These data elements should be able to migrate to the land register system which shall maintain subsequent ownership transfer transaction.</li> <li>• Further, scanned images should be linked with relevant data elements as specified in the Scope of Work section.</li> </ul> <p>Provide a list of major items of equipment proposed to carry out the Contract.</p> <p>The bidder shall give a certificate as to how these equipment and software are leased or purchased as well as the specifications with regard to the performance of such equipment.</p>
<b>5.5 (d)</b>	A Project Manager with <b>five years'</b> experience in services of an equivalent nature and complexity.
<b>5.5(e)</b>	Bidder must demonstrate access to or availability of financial resources such as liquid assets, un-encumbered real assets, line of credit and other financial means other than any contractual payments to be received under this contract to meet the cash flow requirement of not less than Sri Lankan Rupees Five million (LKR 5 Million) or equivalent, and net of the bidder's other commitments for this project.
<b>B. Bidding Documents</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.
<b>10.1</b>	<p>Pre-bid meeting shall be held at the office of the Information and Communication Technology Agency of Sri Lanka at 160/24, Kirimandala Mawatha, Colombo 05 on the following date and time</p> <p>Date: <b>July 19, 2018</b></p> <p>Time: <b>1030 hrs</b></p>

	Clarifications provided in response to the questions may also be published in the web ( <a href="https://www.icta.lk/procurement/">https://www.icta.lk/procurement/</a> ) without stating the source of the question.																													
11.2	All addenda may also be published in web ( <a href="https://www.icta.lk/procurement/">https://www.icta.lk/procurement/</a> )																													
C. Preparation of Bids																														
13.1	<p>The documents required to be submitted are:</p> <ul style="list-style-type: none"><li>a) The Form of Bid (specified as Service Provider’s Bid in the format indicated in Section III)</li><li>b) Bid Security</li><li>c) Priced Activity Schedule</li><li>d) Qualification Information Form and Documents</li><li>e) Audited financial statements for the last 3 years</li><li>f) All other documents indicated in 5.3 of BDS</li></ul> <p>Any other additional materials to be submitted with the bid as required and specified in the Bidding Documents</p>																													
16.1	The period of Bid validity shall be 90 days from the deadline for Bid submission. Accordingly, bids should be valid till <b>October 29, 2018</b> .																													
17.1	The Bidder shall provide: Bid Security in the form of a Bank Guarantee (as per the format given in the Bidding Document) Bid Security shall be issued in favour of; Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 05.																													
17.2	<table><tr><th>Package No:</th><th>Name of the Package</th><th>IFB Number</th><th>Amount of Bid Security (LKR)</th><th></th></tr><tr><td>1</td><td>Digitization of Land Records of Homagama Land Registry</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK1</td><td>150,000.00</td><td></td></tr><tr><td>2</td><td>Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK2</td><td>175,000.00</td><td></td></tr><tr><td>3</td><td>Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK3</td><td>150,000.00</td><td></td></tr><tr><td>4</td><td>Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries</td><td>ICTA/SG2/GOSL/SER/NCB/2018/002/PK4</td><td>200,000.00</td><td></td></tr></table> <p><b>Bidders shall furnish separate Bid security for each Package.</b></p>					Package No:	Name of the Package	IFB Number	Amount of Bid Security (LKR)		1	Digitization of Land Records of Homagama Land Registry	ICTA/SG2/GOSL/SER/NCB/2018/002/PK1	150,000.00		2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK2	175,000.00		3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK3	150,000.00		4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK4	200,000.00	
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17.2 (a)	Bid Security shall be in the form of a Bank Guarantee (as per the format given in the Bidding Documents).																													

<b>17.2 (f)</b>	<p>Bid securities shall be valid for 28 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till <b>November 26, 2018</b>.</p> <p>If the Bid Security is to be issued by a bank outside Sri Lanka, it shall be from a bank that has a correspondent bank in Sri Lanka. Banks in Sri Lanka issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No. 30 of 1988 and supervised by the Central Bank of Sri Lanka. The Bid security shall be enforceable in Sri Lanka.</p>
<b>19.1</b>	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.
<b>D. Submission of Bids</b>	
<b>20.2 (b)</b>	<p>Address is :</p> <p>Procurement Officer C/o, Chief Executive Officer Information and Communication Technology Agency of Sri Lanka 160/24, 2nd Floor Kirimandala Mawatha Colombo 05</p>
<b>20.2 (c)</b>	<p>Name and identification number:</p> <p>Name of Contract <b>Digitization of Land Records of Land Registries (Western Province and Southern Province)</b></p> <p>Identification number of Contract No: <b>ICTA/SG2/GOSL/SER/NCB/2018/002</b></p>
<b>20.2 (d)</b>	Shall be marked "Bids shall not be opened prior to deadline for submission of bids".
<b>21.1</b>	<p><b>The deadline for submission of bids shall be:</b></p> <p><b>Time:</b> at or before 1100hrs</p> <p><b>Date:</b> July 31, 2018</p>
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	<p>Bids will be opened immediately after the deadline for submission of bids at the address of;</p> <p>Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha Colombo 05</p>
<b>29.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes is to convert all bid prices expressed in foreign currencies into a single currency, Sri Lankan Rupees. The source of exchange rate shall be daily indicative selling exchange rate of foreign currencies published by the Central Bank of Sri Lanka.</p> <p>The date of exchange rate shall be the date of deadline for submission of bids.</p>

<b>30.3</b>	Alternative bids and options shall not be considered.
<b>31.1</b>	Not Applicable
<b>F. Award of Contract</b>	
<b>32</b>	<p><b>Following paragraph is added to clause 32.1</b></p> <p>At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Related Services originally specified in Appendix A (Description of Services) by 20% without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p>
<b>35</b>	The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Performance security shall be submitted within 07 working days of the date of notification of award from the employer.
<b>36.1</b>	Not applicable



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## **Section III. Bidding Forms**

### **Table of Forms**

<b>Service Provider's Bid .....</b>	<b>24</b>
<b>Qualification Information .....</b>	<b>29</b>
<b>Letter of Acceptance .....</b>	<b>32</b>
<b>Form of Contract .....</b>	<b>33</b>
<b>Bid Security (Bank Guarantee) .....</b>	<b>39</b>

## SERVICE PROVIDER'S BID

[date]

To: Chief Executive Officer

Information and Communication Technology Agency of Sri Lanka

160/24, Kirimandala Mawatha

Colombo 05

Having examined the bidding documents including addenda No ....., we offer to execute the **Digitization of Land Records of Land Registries (Western Province and Southern Province)** in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of :

Pk No:	Name of the Package	IFB Number	Bid Price/ LKR
1	Digitization of Land Records of Homagama Land Registry	ICTA/SG2/GOSL/SER/NCB/2018/002/PK1	
2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK2	
3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK3	
4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	ICTA/SG2/GOSL/SER/NCB/2018/002/PK4	

The Contract shall be paid in the following currencies: Sri Lankan Rupees (LKR)

All other levies applicable shall be included in to the price (ITB 14.3).

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

VAT registration Number: \_\_\_\_\_

Address: \_\_\_\_\_

## Price Schedule

### Package 01: Digitization of Land Records of Homagama Land Registry;

Item No:	Description	Unit	Qty	Rate	Amount
1.1	Scanning and Indexing of land records	Nos	1,084,230		
1.2	Data entering of the scanned land records	Nos	1,084,230		
<b>Total Bid Price</b> Package 01: Digitization of Land Records of Homagama Land Registry;					

### Package 02: Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries;

Item No:	Description	Unit	Qty	Rate	Amount
1.1	Scanning and Indexing of land records	Nos	1,307,700		
1.2	Data entering of the scanned land records	Nos	1,307,700		
<b>Total Bid Price</b> Package 02: Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries;					

### Package 03: Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries;

Item No:	Description	Unit	Qty	Rate	Amount
1.1	Scanning and Indexing of land records	Nos	1,120,850		
1.2	Data entering of the scanned land records	Nos	1,120,850		
<b>Total Bid Price</b> Package 03: Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries;					

**Package 04: Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries;**

<b>Item No:</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.1	Scanning and Indexing of land records	Nos	1,488,458		
1.2	Data entering of the scanned land records	Nos	1,488,458		
<b>Total Bid Price</b> Package 04: Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries;					

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 The annual turnover of the last three (03) years, *[insert]*
- 1.3 Services performed as Service Provider on the provision of Services of a similar nature and complexity over the last three years. Also list details of work under way or committed, including expected completion date.
- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available
(a)		
(b)		

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data and valid certificates should be submitted. Refer also to ITB Sub-Clause 5.5(d) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
...			

- 1.6 Audited Financial statements for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.9 Information regarding any litigation, current or within the last three years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award
(a)		
(b)		

- 1.10 We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and project schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 1.13 Bidder should possess technical know-how, essential equipment and infrastructure facilities to the required level to cover the volume of services expected under the contract.
- 1.14 Qualifications of the contractor or consortium and its previous experience and capacity to address all elements of the scope of work outlined in this Appendix A, "Description of Services" and accompanying annexes.

## **2. Joint Ventures**

- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

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2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

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## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the ..... for the Contract Price of the equivalent of *[amount in numbers and words]* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

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

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract



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## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

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”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [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 General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... for a period of ..... from the date of commissioning unless terminated earlier;
- (c) the Employer has received the financial allocation from the Government of Democratic Socialist Republic of Sri Lanka (Hereinafter called as “GOSL”) to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications
- (f) the Priced Activity Schedule
- (g) And the following Appendices

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation-Not used

Appendix H: Service Level Agreement

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] Seal

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_  
.....  
[Authorized Representative] Seal

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

*[Authorized Representative]*

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Appendix A - Description of Services

Appendix B – Schedule of Payments

Appendix C – Key Personnel

Appendix D – Breakdown of Contract Price in Foreign Currency - Not Applicable

Appendix E - Breakdown of Contract Price in Local (Sri Lankan Rupees) - Not Applicable

Appendix F – Services and Facilities Provided by the Employer

Appendix G – Performance Incentive Compensation - Not applicable

## Appendix H – Service Level Agreement

This appendix lists the activities with expected service levels and penalties which would at minimum, but not limited to, be included in the Service Level Agreement (SLA) for this tender. As mentioned in SCC clause 3.8.1 the SLA should be drafted in accordance with the service levels stipulated below and submitted by the selected contractor and accepted by the employer before the contract award.

Purpose of the SLA is two-fold. First it establishes a mechanism for the employer to have an assurance that the service contracted will be completed in full within the time period allocated. At the same time it provides a reasonable opportunity for the Service Provider to adjust his performance levels to meet such demand amidst possible lapses in the initial contract period that could result from logistical arrangement issues, work planning and organization issues, etc by taking corrective measure for work reorientation before operating at full capacity.

### Service Levels and Penalties

(12 weeks scanning of land registers and the data entering)

Package No.	Service Category	Monitoring Methodology	Penalty for non-compliance
1	Digitization of Land Records of Homagama Land Registry	100% completion Within 3 months from the Commencement Date	<ul style="list-style-type: none"> <li>For the delay of less than 30 Days – 3% of respective payment (rate x no. of land records)</li> <li>For the delay of over 30 Days but less than 50 days – 5% of respective payment (rate x no. of land records)</li> <li>For the delay of over 50 Days but less than 75 days – 8% of respective payment (rate x no. of land records)</li> <li>For the delay of over 75 Days but less than 100 days – 10% of respective payment (rate x no. of land records)</li> <li>For the delay of over 100 Days – 25% of respective payment (rate x no. of land records)</li> </ul>
2	Digitization of Land Records of Awissawella, Colombo and Delkanda Land Registries	100% completion Within 3 months from the Commencement Date	<ul style="list-style-type: none"> <li>For the delay of less than 30 Days – 3% of respective payment (rate x no. of land records)</li> </ul>

Package No.	Service Category	Monitoring Methodology	Penalty for non-compliance
			<ul style="list-style-type: none"> <li>For the delay of over 30 Days but less than 50 days – 5% of respective payment (rate x no. of land records)</li> <li>For the delay of over 50 Days but less than 75 days – 8% of respective payment (rate x no. of land records)</li> <li>For the delay of over 75 Days but less than 100 days – 10% of respective payment (rate x no. of land records)</li> <li>For the delay of over 100 Days – 25% of respective payment (rate x no. of land records)</li> </ul>
3	Digitization of Land Records of Attanagalle, Negombo and Gampaha Land Registries	100% completion Within 3 months from the Commencement Date	<ul style="list-style-type: none"> <li>For the delay of less than 30 Days – 3% of respective payment (rate x no. of land records)</li> <li>For the delay of over 30 Days but less than 50 days – 5% of respective payment (rate x no. of land records)</li> <li>For the delay of over 50 Days but less than 75 days – 8% of respective payment (rate x no. of land records)</li> <li>For the delay of over 75 Days but less than 100 days – 10% of respective payment (rate x no. of land records)</li> <li>For the delay of over 100 Days – 25% of respective payment (rate x no. of land records)</li> </ul>
4	Digitization of Land Records of Panadura, Kalutara, Horana, Matugama, Galle, Elpitiya, Balapitiya, Matara, Kotapola, Hambantota and Tangalle Land Registries	100% completion Within 3 months from the Commencement Date	<ul style="list-style-type: none"> <li>For the delay of less than 30 Days – 3% of respective payment (rate x no. of land records)</li> <li>For the delay of over 30 Days but less than 50 days – 5% of respective payment (rate x no. of land records)</li> <li>For the delay of over 50 Days but less than 75 days – 8% of respective payment (rate x no. of land records)</li> </ul>

Package No.	Service Category	Monitoring Methodology	Penalty for non-compliance
			<p>of land records)For the delay of over 75 Days but less than 100 days – 10% of respective payment (rate x no. of land records)</p> <ul style="list-style-type: none"> <li>• For the delay of over 100 Days – 25% of respective payment (rate x no. of land records)</li> </ul>

Penalties will not be levied for Service Level breaches induced by the following causes.

- i. In case of violation of contract by the employer.
- ii. In case of changes without consent of the Service Provider of deliverables, resources and service architecture.
- iii. Change of process, function, structure of services without prior notice or appropriate lead time for the Service Provider to adapt to.
- iv. In case of incidents occurred by incorrect critical information or data provided to the Service Provider by the employer or its employees.
- v. In case the employer was unable to provide necessary inputs for the Service Provider to comply with the Service Provider's performance obligations.

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]*

**Beneficiary:** \_\_\_\_\_

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

**BID SECURITY (BANK GUARANTEE) No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; 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 of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by \_\_\_\_\_ (date Month year).

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

\_\_\_\_\_  
[signature(s)]

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## **Section IV. Eligible Countries**

**Not Applicable**



## **Section V. Activity Schedule**

The Service Provider shall establish and provide services as described below. This gives detailed information about the project background, specifications, work flow, activities, and service level requirements etc.

### **Description of Services**

#### **1. Introduction**

The Ministry of Development Strategies and International Trade (MODSIT) spearheading improving investment climate of Sri Lanka by formulating strategies to create positive perception among the global and local business community. To align with this objective, the MODSIT is determined to improve ranking of “Ease of Doing Business Index (EoDBI)” of Sri Lanka from its current position. One of the index focuses on “Property Registration”. To improve the situation of EoDBI of the country, the MODSIT to introduce an ‘Integrated Land Registry (e-LR) System’ to improve the property registration processes and speed-up the information access across the multiple interdependent government sector organizations, private sector organizations and general public. Information and Communication Technology Agency (ICTA) facilitates the implementation in collaboration with the MODSIT.

As part of above implementation, ICTA intends to digitize the land records of the Land Registries under purview of the Department Registrar General namely Attanagalla, Avissawella, Balapitiya, Colombo, Delkada, Elpitiya, Galle, Gampaha, Hambanthota, Homagama, Horana, Kalutara, Kotapola, Negombo, Matara, Mathugama, Panadura and Tangalle.

Digitized system would support other activities such as searching for a land by name, owner’s name and other critical parameters.

#### **2. Project Background**

Land is a limited resource, and it is one of the most valuable resources a country has. Optimum utilization of land is essential for development activities. In Sri Lankan context, land is very close to the lives of people and they have a unique relationship with lands. Sri Lankans are proud to own a land of their own. Therefore, eLand Registry program paves the way to elevate their living standards by utilizing the land which is so much close and dear to them.

Issues related to land ownership has been longstanding barriers for utilization of land as a resource for generating capital. Delays in finding information related to land due to the difficulties in access registers and lack of space to work in land registries have been obstacles for the Digital Government initiative program.

Ownership determination process of the land registries can be improved expedited through search facility which will be available through this project. Therefore, this project will expedite the land ownership determination process which would in turn speed up the functions of the land registries in Sri Lanka.

### **3. Current Status and Key Problems**

- a. Currently there are 45 land registries across the country and it is estimated that over 25 million Land Folios have been stored in those registries.
- b. Lawyers and Notaries are finding it difficult to find the land related information due to the problem of accessing registers and lack of space in land registries in general.
- c. Safety of the registers against ageing, excessive handling, damages by termites and even by natural disasters is also an integral problems. Mass destruction of land documents due to terrorist of similar activities has been a general global issue.
- d. Removal of pages and alterations of records have also been longstanding problems and safeguarding these registers from such abuses also a critical requirement.

### **4. Objectives and Goals**

Objective of 'Integrated Land Registry (e-LR)' project is to provide a solution to above issues and to ensure convenient access to registration information available in land registers, facilitate generation of title information in electronic format while ensuring the safety of documents and providing a speedy, convenient and economical service to general public. Elevating the position of Sri Lanka in 'Ease of Doing Business Index' by improving to share the land information and registration is also an important objective of this program.

### **5. Outputs and Outcomes of the project**

- a. Outputs
  1. Digitized land registers
  2. Carryout the data entering process for digitized land registers
- b. Outcomes
  1. Reduced work load of the land registries.
  2. Reduced visit of people to the land registries by encouraging the online search (title search) facility.
  3. Efficient service delivery of extracts.
  4. Less time to search of land records.
  5. Assured security of the land registers from any type of disaster.
  6. Minimize the deliberate manipulation of land records.
  7. Controlling of forged declaration deeds with respect to lands.
  8. Long lifespan of electronic land registers.
  9. Elimination of excessive use of paper based land registers.

**6. Scope of the Project:**

- 6.1. The Document Management System will be provided by the employer to upload and enter the data of scanned documents.
- 6.2. Digitization (Scanning images, indexing & uploading) of records and uploading such data to a document management system.
- 6.2.1. Digitized land records should be stored in a hierarchical folder structure based on the identity attributes of a land registry such as district, division and village.
- 6.2.2. Land registry documents related to document registration are in analog form and these registers will be scanned and key information will have to be keyed.
- 6.2.3. Scanning has to be carried out in Land Registries it selves under the supervision of staff of the Registrar General. Data entry has to be accurate and subsequently validate by Registrar General's staff.
- 6.2.4. The service provider who does the digitization should upload the records and enter metadata of the record in to document management software which is supplied by the employer.

**Metadata format: (Mandatory Fields)**

Field	For Paper cuttings on subjects
Field 01	Land Registry Name
Field 02	Division
Field 03	Register Number (Volume Number)
Field 04	Folio No 1
Field 05	Folio No 2
Field 06	Folio No 3
Field 07	Folio No 4
Field 08	Folio No 5
Field 09	Name of the land
Field 10	Reference in DMS
Field 11	Registered year

Note: Fields will be inform during the pre-bid meeting

**6.2.5. Schedule of records to be digitized**

- a) Eighteen (18) locations are identified for the digitization process in three (3) packages. Further, there are 300 (approximately) sheets/folios in each volume of Land Register which are of the size of 55 cm: 37cm.
- b) Following table illustrates approximate assessment of location wise number of land records to be scanned for 18 Land Registries.

<b>Pac kag e No.</b>	<b>Land Registries</b>	<b>Folios (2018/04/30)</b>	<b>Total folios to be digitized and data entered</b>
01	Homagama	1,084,230	1,084,230
02	Awissawella	942,700	942,700
	Colombo	65,000	65,000
	Delkanda	300,000	300,000
03	Negombo	782,850	782,850
	Gampaha	240,000	240,000
	Attanagalle	98,000	98,000
03	Horana	615,600	615,600
	Panadura	514,900	514,900
	Kalutara	40,000	40,000
	Mathugama	16,241	16,241
	Balapitiya	16,511	16,511
	Elpitiya	11,500	11,500
	Galle	95,000	95,000
	Hambantota	19,785	19,785
	Kotapola	3,921	3,921
	Matara	69,000	69,000
	Tangalle	86,000	86,000
	<b>Total</b>	<b>5,001,238</b>	<b>5,001,238</b>

\*Note: This may increase up to 5% of land folios depending on the project variations.

### 6.3. Data entry of key data elements of the digitized land records

6.3.1. Key data fields of a particular land record to be entered with reference to each digitized land record as per the folder hierarchy based on the identity attributes of each Land Registry. The key fields (not limited) are as follows:

1. Current Volume - Division Volume Folio
2. Brought forward from - Division Volume Folio
3. Cross Reference (Entire Land) - Division Volume Folio
4. Carried Over to - Division Volume Folio
5. Name of the Land
6. Extent

7. Location - Village or Town and street

8. Assessment No (If available)

8. Lot Number (if available)

9. Registered year

10. Remarks (maintain references about immediate transactions during the scanning stage)

6.3.2. Above data elements to be maintained in original language (such as Sinhala, Tamil or English) as well as in English language as an intermediary language. The data which has been recorded in English in land registers which should be transliterated to Sinhala or Tamil based on the requirements of the RGD. The transliteration engine developed by ICTA and a copy of the location code database will be provided for assisting the above task.

6.3.3. Data entry of folios of Land Registries in package 1, package 2, package 3 and package 4 Folios as per table in clause 6.2.5 b)

6.4. The followings are the specific tasks to be accomplished.

- a. Propose and employ appropriate quality assurance and quality control mechanism to ensure that there will be no double scans, abnormal scanning of papers or incorrect data entry, which will be monitored by a joint team comprised of representatives of the Registrar General's Department and respective Land Registries and the Service Provider.
- b. Provide application specific training (scanning, imaging and indexing) for minimum 05 staff members at each Land Registries and provide training on system operation management and maintenance of the system before the real operation starts.
- c. During the scanning and imaging and data entering stage, the Service Provider shall use his / her own servers, desktop, hardware, networking equipment, scanner, and required standard software, operating system and imaging solution during the project period. Connectivity requirements (Such as Internet connectivity) should be fulfilled by the vendor.
- d. Scanning of land records should be taken place at designated locations by the Registrar General's Department.
- e. Connection of external devices such as USB devices, mobile devices, dongles and internet connections etc should be prohibited.
- f. Scanning staff should be prohibited to use mobile phones at the scanning premises.
- g. Transportation of scanned images should be prohibited without prior approval of the Authorized Person of a Land Registry. There should be an authorization letter for transporting any sort of scanned land record from the Land Registry to a different location.
- h. Installation and commissioning at the respective Land Registries is the responsibility of the Supplier / Contractor including transportation

### 6.6 Minimum Requirement

The table below describes the minimum requirements for this assignment. Each and every of these requirements are mandatory and will be considered as an eligibility criteria. Further, bidders are required to state the compliance for all items in this sections and should explain it in detail in the proposal and give references in the table below.

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
<b>6.6.1</b>	<b>Initial arrangements</b>		
1	Bidder shall setup the necessary infrastructure in the area given by land registries will be providing necessary space.		
2	Bidder shall take the security precautions to secure the information.		
3	Bidder shall bear the any other expenses for this assignment if any.		
4	If required bidder shall mobilise equipment such as PCs, scanners, servers, backup devices, etc, software including scanning/ imaging/ data capturing and furniture including chairs, computer tables, etc necessary for carrying out of digitizing documents.		
5	Bidder shall include the technology that will be used, quantity and specification of the work stations in addition to other furniture, machinery, scanners, servers, computers, consumables, network system implementation and other components		
6	Bidder shall sign a non-disclosure agreement (NDA) regarding the information security prior to work is started.		
7	Service provider shall provide the Per Page Rate for a land register which will include cost for the software solution (DMS), scanning, data entering and hardware equipment.		
<b>6.6.2</b>	<b>Readiness for scanning</b>		
1	Required software to be used by the service provider for the entire process to be deployed, verified and commissioned.		

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
2	Complete the document quality assurance, verification, validation and other related security and quality procedures. This should ensure the minimum quality of the document to be scanned.		
3	Service provider shall responsible for staff training in any area of the project and software solution (DMS)		
<b>6.6.3</b>	<b>Software solution (DMS)</b>		
1	Service provider shall provide a proposal for the DMS solution.		
2	The DMS solution shall facilitate key features such as document uploading, retrieval, opening, searching. An API to integrate the existing and future solutions. This solution to be accepted via a UAT process and the service provider shall facilitate the process.		
3	All the hardware (servers, networking, etc) pertaining with the DMS implementation shall be provided by the service provider.		
4	Facilitate work-flow		
<b>6.6.4</b>	<b>Performing the Scanning Job</b>		
1	Obtain the sign-off from RGD to start the scanning process.		
2	Receive a batch of land register documents from respective officer from RGD. Bidder shall propose a process of accepting Folio files from land registries and also handing them over back to land registries after the scanning job is performed. This process has to be agreed by the land registries.		

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
3	<p>If required bidder shall unbundle and de-file the files, take out the documents and prepare for scanning.</p> <p>Unbundle and de-file the land folios, take out the documents and prepare for scanning. This process should ensure the quality of the document to be scanned. Any document that does not meet the required quality level shall be handed over to the Land Registry ce at the end of the day along with a report on summary of daily operations (Please refer annex-1).</p>		
4	<p>Scan selected document and clean irrelevant dark shading.</p> <p>Bidder shall scan any document format given by RGD. To perform the scanning job, bidder shall have necessary scanning equipment, man power and technical experience.</p>		
5	<p>Bidder shall save scanned documents in acceptable format (TIFF) in his own equipment securely with backup facility. Backup location of the file should be agreed by the RGD. ( Refer Section VIII )</p>		
6	<p>Bidder shall use standard encryption and decryption methods as instructed by RGD /ICTA.</p>		
7	<p>Quality assurance (QA) of scanned document before uploading.</p>		
8	<p>System QA of the uploaded document.</p>		
9	<p>RGD shall have the facility of auditing the uploaded documents during the project period.</p>		
10	<p>Bidder shall re-bundle the documents after scanning and form a new file.</p>		
11	<p>Bidder shall return the related files to RGD as agreed in the file returning process.</p>		
12	<p>Verification of the returned files at DMT</p>		



No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
13	Bidder shall periodically migrate the scanned documents to the RGD specified system.		
14	Service provider shall migrate the entire scanned data to the DMS solution. Final acceptance testing to be facilitated.		
15	Bidder shall propose a process to resolve issues pertaining to the documents to be scanned and should get this approved by the RGD.		
<b>6.6.5</b>	<b>Quality Assurance (QA)</b>		
1	Bidder shall provide a QA plan to cover all the quality aspects during the process of taking files from RGD and handing over them to RGD after the scanning. This QA plan has to be reviewed and accepted by RGD.		
2	Bidder shall provide a QA plan to cover all the quality aspects during the scanning process, while data entering, of the system after migrating all the data. This QA plan has to be reviewed and accepted by RGD.		
3	Bidder shall hand over all the QA reports to RGD (file taking from RGD before scanning, during the scanning and file handover after the scanning) periodically. This process has to be accepted by the RGD.		
4	Documents in un-bundled files shall be prepared and validated with the quality standards.		
5	Data entering shall go through a quality process as planned to ensure the data accuracy.		
6	The file handing over process also shall go through a quality process.		
7	Bidder shall facilitate any quality assurance related audit requirements as planned by the RGD.		
<b>6.6.6</b>	<b>Controlling procedures</b>		
1	Bidder shall take all possible measures to prevent any information security threats and to overcome the risks of misplacing		

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
	document and to prevent altering or disclosing any information therein.		
2	Bidder shall ensure that the hardware and software used in the process will ensure the information security requirements of RGD fully. The Service Provider shall NOT use any removable storage devices (floppy disks, CD/DVD ROM drives, USB flash drives, etc) and disable floppy disk drives, CD/DVD Rom drives, USB flash port, Wi-Fi connectivity without prior approval of the RGD.		
3	The scanned documents (Gray Scale / Black & white) shall not exceed size when both sides are scanned (A2/B4/ legal size page). The bidder should specify the average size of a document in kilobytes in accordance with the given format and equipment configuration. ( Refer Section VIII )		
4	The resolution of the images shall not be less than specified level ( Refer Section VIII )		
5	Bidder shall not install any software that is not permitted by RGD.		
6	Bidder shall not install any modem, router, etc. that could be used to connect the Internet within the scanning process.		
7	Scanning staff should be prohibited to use mobile phones at the scanning premises.		
8	Bidder shall provide all the details of the staff who would be involved in this project.		
9	Bidder shall submit the copies of the NDA which signed among the staff and service provider.		
10	Bidder shall include no of person other than the names of the staff provided in the above list. Staff can be changed with the permission of RGD only.		
11	Bidder shall take all necessary steps and precautions to ensure that confidentiality, integrity and availability of the		

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
	information are not compromised in any way.		
12	Bidder shall take the responsibility for the deleting files from Service Provider's own equipment once it is uploaded to the server.		
13	Transportation of scanned images shall be prohibited without prior approval of the RGD. There should be an authorization letter from RGD for transporting any sort of scanned documents to a different location.		
14	If required bidder shall suggest an insurance scheme to mitigate the risk in the scanning process		
15	Bidder shall support for the arrangements made by RGD to audit the documents on daily/ ad-hoc basis. This process will be organized and carried out by the RGD in its own discretion and may be done in consultation with the Service Provider.		
16	The premises should be physically secure, with biometric access control and CCTV.		
<b>6.6.7</b>	<b>General requirements</b>		
1	Service Provider shall provide all hardware, software and furniture, owned or hired, necessary for site preparation and carrying out the scanning / imaging process.		
2	The scanned documents shall be submitted on the scheduled date and if delayed it should be informed to the RGD in advance.		
3	The Service Provider shall propose a site to implement the project with physical access control mechanisms		
4	If the service provider fails to submit the scanned documents to the RGD on the due date, a penalty would be applied according to the No. of days delayed, as follows. <ul style="list-style-type: none"> <li>For the delay of less than 30 Days – 3% of respective</li> </ul>		

No	Minimum Requirements (Eligible)	Compliance Complied/ Not complied *Please indicate the correct option	Reference Page No
	<p>payment (rate x no. of land records)</p> <ul style="list-style-type: none"> <li>• For the delay of over 30 Days but less than 50 days – 5% of respective payment (rate x no. of land records)</li> <li>• For the delay of over 50 Days but less than 75 days – 8% of respective payment (rate x no. of land records)</li> <li>• For the delay of over 75 Days but less than 100 days – 10% of respective payment (rate x no. of land records)</li> </ul> <p>For the delay of over 100 Days – 25% of respective payment (rate x no. of land records)</p>		
5	Bidder shall provide all the staff facilities		
6	Equipment replacement and disposal procedure shall be conformed to the security policy.		

## 7. Deliverable Schedule

### a) Project Documentation

1. The Service Provider shall submit a **Project Initiation Plan** to achieve the following objectives:
  - i. To establish the governance model and the controlling body of the project in order to facilitate project management.
  - ii. To ensure the roles and the corresponding responsibilities for each of the parties involved in this project are clearly communicated and understood, and the respective requirements met. This requirement should be clearly indicated in the above governance model; and
  - iii. To affirm project progress, time frame, milestones and expectations.
2. A detailed **Implementation Plan** shall be drawn by the Service Provider in consultation with RGD and ICTA at the planning stage prior to document scanning is started. At minimum the following shall be included in the report:
  - i. Logistical arrangements
  - ii. Site preparation arrangements
  - iii. Equipment installation arrangements
  - iv. Proposal for software solution (DMS) with proposed hardware specification.
  - v. Scanning arrangements
  - vi. Image indexing method
  - vii. Quality assurance and quality control arrangements
  - viii. Arrangements for ensuring the confidentiality of the process

Activities which should be included at minimum in to the Implementation Plan

- i. Clear separation of major activities.
- ii. Each major activity should identify sub-activity and this can be separated down to further levels.
- iii. Time allocation for each activity
- iv. Key Deliverables and Milestones
- v. Limitations or dependencies, which could possibly occur at each stage.
- vi. Weekly operational meetings to discuss the progress of the project
- vii. Monthly Steering committee meetings to discuss issues which are not resolved at the operational meetings.
- viii. Deployment of Staff and resources.

**b) Schedule of Activities and Deliverables**

Following deliverable schedule should be separately applied to each land registry.

Line Item N°	Description of Goods	Quantity	Unit	Delivery Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
Final (Project Site) Destination as specified in BDS – Lot No, Land Registry Name						
1	Upload the digitized land records to the DMS	1	The DMS			
2	Folder hierarchy of scanned land records	1	The folder hierarchy			
3	Portable Hard Disk of scanned Land Registers before cleaning	1	No of Portable HDD	Immediate after scanned		
4	Portable Hard Disk of scanned Land Registers after cleaning (Copy of scanned Database and Copy of Folders of the Scanned Land Registers)	1	No of Portable HDD			
5	Print Sample Land records from the DMS	5	No of Registers per Division			

**c) Completion and acceptance criteria**

All deliverables must be verified and confirmed to be accurate and complete by a Deliverables Acceptance Committee as appointed by RGD/ICTA. The Service Provider should agree to a process with RGD to count the number of completed documents/pages in daily, weekly and monthly.

## **8. Information Security**

### **Requirements to ensure security and safety of information in land document of the RGD**

- 8.1 The Service Provider should take all possible measures to prevent any information security threats and to overcome the risk of misplacing Land Document and to prevent altering or disclosing any information therein.
- 8.2 It is a responsibility of the Service Provider to ensure that no staff member brings in any analogue or digital devices capable of capturing, recording, transferring, storing or porting of information in any form.
- 8.3 Service Provider should sign a non-disclosure agreement.
- 8.4 Service Provider should submit to the RGD the security clearance details of all its employees such as company identity card details, national identity card details.
- 8.5 In case a document is damaged or found to be damaged and cannot be scanned, it should be recorded and reported to the RGD officer who is in charge of the scanning center. Only after assessing the damage by the said officer, an alternative process to read the data in the schedule should be carried out under the supervision of the RGD officer.
- 8.6 Service Provider shall take all possible measures to prevent any losses, replacements, alterations, malpractices and/or damages to physical or digitized information.
- 8.7 All data stored in the Service Provider's computer equipment should be erased in the presence of a responsible RGD staff before replacing them or removing them upon completion of the contract.
- 8.8 All data stored in the Service Provider's computer equipment should be handed over to the RGD staff upon completion of the contract with the stored media.

## **9. Reporting Requirements**

The reports requested by the client before signing of the contract shall be submitted by the Service Provider weekly / monthly with cumulative figures along with certificates from the RGD to verify the accuracy where appropriate (Please refer the Annex-1 to see the sample report format but not limit to).

### Schedule of Payments (Appendix B)

B1 - Digitization of Land Registries

B2 - Data Entering of Land Registries

#### B1 - Digitization of Land Registries

<b>Payment Stages</b>	<b>Target Process</b>	<b>Payment Schedule</b>
Stage 01 Advance payment	Up on signing of the contract and submission on an Advance Payment Security in the form of a bank guarantee Advance	Advance Payment of 15% of the total contract price.
Stage 02	Portable Hard Disks of scanned & data entered Land Registers before cleaning of all land registries	20% of the total contract price.  Note: Deduction of 50% of the advance payment from total of this payment milestone
Stage 03	Portable Hard Disk of scanned & data entered Land Registers after cleaning (Copy of scanned data entered Database and Copy of Folders of the Scanned Land Registers) of all land registries	25% of the total contract price.  Note: Deduction of 50% of the advance payment from total of this payment milestone
Stage 04	Completion of migration of all data and auditing final outcome. Up on confirmation of the land registries and RGD (Based on Sample testing by authorized officials)	35% of the total contract price.
Stage 05	Sign- Off	Retention of 5% of the contract price to be released upon the sign-off

Note : Above payments shall be released up on acceptance of deliverables by the review committee.



**B2 - Data Entering of Land Registries**

<b>Payment Stages</b>	<b>Target Process</b>	<b>Payment Schedule</b>
Stage 01 Advance payment	On signing the contract and submission of the project plan for Data Cleaning	Advance Payment of 15% of the total contract price.
Stage 02	Handing over the Data Entering of all the Land Registers.	30% of the total contract price.  5% for each Land Registry  Note: Deduction of 50% of the advance payment from total of this payment milestone
Stage 03	Completion of the data entry project and auditing final outcome. Up on acceptance of the land registries and RGD (Based on Sample by authorized officials)	50% of the total contract price.  Note: Deduction of 50% of the advance payment from total of this payment milestone
Stage 04	Sign- Off	Retention of 5% of the contract price to be released upon the sign-off

Note: Above payments shall be released on acceptance of deliverables by the document review committee.

## Key Personnel

No of essential qualified staff (profile details required) for each lot

1. Document Scanning Specialist
2. Project Manager
3. Scanner Technicians of the scanners planned to be used
4. Image cleaning and data entry staff
5. Quality Assurance Team

### Project Delivery Team

Serial No	Team/ Team member Name	Position	Area of Expertise	Tasks and Responsibilities Assigned	Time (Hours)
1	Member 1	Position 1		Responsibility of person 1	
2	Member 2	Position 2		Responsibility of person 2	
3	Member 3	Position 3		Responsibility of person 3	
.....	.....	.....		.....	

### Format of Curriculum Vitae of Key Personnel

Name of the Employee	
Proposed Position	
Nationality	
Age	
Education	
Other training	
Offices Held, Academic Distinctions, Awards & Scholarships	
Language & Degree of Proficiency	
Membership in Professional Societies	
Countries of Work Experience	
Employment Record	
Period	Company & Designation
	<i>(Could be expanded to suit requirement)</i>
Detailed Employment Record	
Time frame	Description of Projects
	<i>(Should be expanded to suit requirement)</i>

## **Section VI. General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
  - (f) “GCC” means the General Conditions of Contract.
  - (g) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
  - (h) “Employer” means the entity who employs the Service Provider
  - (h) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
  - (i) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
  - (j) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer

- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (n) “The Project Site,” where applicable, means the place named in the SCC.
- (o) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (p) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (q) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

**1.2 Applicable Law** The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** 1.4.1 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, email or facsimile to such Party at the address specified in the SCC.

1.4.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, 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 SCC.**

**1.7 Inspection and Audit by the GOSL** The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.

**1.8 Taxes and Duties** The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **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 both parties or such other later date as may be **stated in the SCC.**

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated, notified amongst the authorized representatives.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** 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 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which could not be anticipated or is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations

under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

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

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to clause 2.4 of 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, provided that such period does not exceed 30 days

**2.6 Termination**

**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt practices, collusive practices, coercive practices, obstructive practices or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads,

or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

- 2.6.2 By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:
- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
  - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

- 2.6.3 Suspension of funds** In the event that the GOSL suspends the funds to the Employer, from which part of the payments to the Service Provider are being made:
- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL’s suspension notice.

- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment  
upon  
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

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

### **3. Obligations of the Service Provider**

**3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its 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 Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.

**3.2 Conflict of  
Interests**

**3.2.1 Service  
Provider Not to  
Benefit from  
Commissions and  
Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and its agents similarly shall not receive any such additional remuneration.

**3.2.2 Prohibition of  
Conflicting Activities**

Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;



- (b) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.3 Confidentiality**

The Service Provider, and its Personnel 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.

**3.4 Insurance to be taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Employer's Prior Approval**

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

- (a) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"),
- (b) changing the Program of activities; and
- (c) any other action that may be **specified in the SCC**.

**3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Description of Services in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider 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 Provider shall not retain copies of such documents, software, licenses, data and any other form of intellectual property.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

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

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

**3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer in the format of the performance Bank Guarantee given in the bidding document 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 acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

#### **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 listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications and skills.
- (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 thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance 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.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price is payable in Respective currencies as stated in the SCC.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Period  
allocated for  
Payments**

Payments shall be made within the period specified in the **SCC**

**6.6 Day works**

6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

## **7. Quality Control**

**7.1 Identifying  
Defects**

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

**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 of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice or specified in the Service Level Agreement (SLA).
- (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 specified in Service Level Agreement (SLA).

## **8. Settlement of Disputes**

**8.1 Amicable  
Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all

disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute  
Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## Section VII. Special Conditions of Contract

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(a)</b>	The contract name is; ..... The contract number; .....
<b>1.1(h)</b>	The Employer is; Information and Communication Technology Agency of Sri Lanka
<b>1.1(j)</b>	The Service Provider is; .....
<b>1.1(p)</b>	The Member in Charge is: .....
<b>1.3</b>	The language is English. In the event a document in a language other than English need be submitted, an official translation of the same in English need be submitted along with the document, and the content of the translated document shall only be recognized.
<b>1.4</b>	Notices shall be given to the Authorized Representative stated in SCC 1.6
<b>1.5</b>	The Services shall be performed at such location intimated by the Employer in writing.
<b>1.6</b>	The Authorized Representatives at the commencement of this contract are: For the Employer: For the Service Provider: The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.
<b>2.1</b>	The date on which this Contract shall come into effect is; the date the contract is signed by both parties (Effective date of the contract).
<b>2.2.2</b>	The Starting date for the commencement of Services is; 03 days from the effective date of the contract.
<b>2.3</b>	The Intended Completion Date is as specified in the Scope of Services. Employer may decide at its discretion to extend of services period beyond the 3 months period covered under this contract considering the necessity.
<b>2.4</b>	Parties should ensure that due process of approval be obtained prior to such modifications and be in accordance with the GOSL.
<b>3.1</b>	Following are additional requirements that the Service Provider shall comply. Upon termination and/or expiration of the contract due to the reasons as specified under GCC 2.6.1 and 2.6.2 respectively, Service Provider shall facilitate

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>transferring of software, licenses, data and any other intellectual property ownership of which belong to the Employer from existing system to a new system designated by the Employer, within a reasonable period of time without any additional cost to the Employer.</p> <p>The Service Provider shall be required to sign an Non-Disclosure Agreement (NDA) at the time of signing the contract.</p>
3.2.2 (b)	<p>Neither the Service Provide nor its personnel shall disclose information in confidential nature with regard to the architecture, design and security of the infrastructure of the employer.</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Sri Lanka by the Service provider or its Personnel or any Sub-Contractors or their Personnel; with a minimum coverage of LKR 1,000,000. This refers only to motor vehicles operated by the above parties for the purpose of the contract.</p> <p>(b) Third Party liability insurance, with a minimum coverage of 10% of the contract value.</p> <p>(c) Professional liability insurance, with a minimum coverage to 110% of the contract value.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the service provider and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the service provider's property used in the performance of the Services, and (iii) any documents prepared by the service provider in the performance of the Services.</p> <p>(f) All risk Insurance coverage (war, riots, civil commotion) including fire, floods, lightning and burglary with a minimum coverage to 110% of the contract value.</p>
3.8.1	<p>The liquidated damages is applicable for delays beyond the last date specified for commissioning of services for use at the rate of 1 percent (1%) per Week.</p> <p>The maximum amount of liquidated damages for the whole contract is Ten percent (10%) of the total Contract Price.</p>
3.8.3	<p>In the event of any defective performance from the Service Provider or failure to furnish the agreed level of service, the Service provider will make reasonable efforts to restore the service to the required operating condition on an urgent basis.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	A penalty as stipulated in the Service Level Agreement (SLA) will be imposed in the case of defective performance or failure to provide the agreed level of service to resolve the issue.
5.1	The assistance and exemptions provided to the Service Provider are: Source document to be scanned, scanning center on time to carry out the scanning services and also the facilities, requirements mentioned in Appendix F.
6.2	The total contract amount: in Sri Lankan Rupees is ..... in Foreign Currency is ..... (for a period of 12 months from the date of commissioning unless terminated earlier).
6.3.2	The performance incentive paid to the Service Provider shall be: Not applicable
6.4	Payments shall be made according to the schedule given in Appendix B – Schedule of Payments.
6.5	Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment. (refer Appendix B)
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: Refer Appendix A – Description of Services
8.2	<p>(A) A dispute which cannot be resolved amicably shall be settled in the following manner, if the Service provider is local:</p> <p>Any party may declare a ‘Dispute’ by notifying the other party of such matter setting forth the specifics of the matter in controversy or the claim being made. Within 10 days of receipt of such notice, a senior representative of each party not involved with the day-to-day operation shall confer and attempt to resolve the Dispute.</p> <p>In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000. In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.</p> <p>(B) A dispute which cannot be resolved amicably shall be settled in the following manner, if the Consultant is foreign. :</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i). <u>Selection of Arbitrators.</u></p> <p>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Ceylon Chamber of Commerce for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Ceylon Chamber of Commerce shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Ceylon Chamber of Commerce or in the alternative, the <i>ICLP Arbitration Centre, in Colombo</i>.</p> <p>(c) If, in a dispute subject to Clause SC 8.2 (i).(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Ceylon Chamber of Commerce or in the alternative, the ICLP Arbitration Centre in Colombo to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>(ii) <u>Rules of Procedure.</u></p> <p>Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>(iii) <u>Substitute Arbitrators.</u></p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>(iv) <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	The arbitrators shall apply the substantive laws of Sri Lanka, without reference to provisions relating to conflict of laws. The arbitrators shall not have the power to alter, modify, amend, add to, or subtract from any term or provision of this Agreement, nor to rule upon or grant any extension, renewal, or continuance of this Agreement. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.

## **Section VIII. Performance Specifications and Drawings**

### **Table of Contents**

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### 1. Format of the data file

Document Character - Original	Recommended Image Parameters
1. Documents with poor legibility or diffuse characters, handwritten text annotations or other markings, low inherent contrast, staining, fading and halftone illustrations	<p><input type="checkbox"/> 8-bit gray scale mode - adjust scan resolution to produce a QI of 8 for smallest significant character</p> <p>or</p> <p><input type="checkbox"/> 8-bit gray scale mode - 400 ppi for documents with smallest significant character of 1.0 mm or larger</p> <p><b>NOTE:</b> Regardless of approach used, adjust scan resolution to produce a minimum pixel measurement across the long dimension of 4,000 lines for 8-bit files</p>
2. Documents as described for gray scale scanning and/or where color is important to the interpretation of the information or content, or desire to produce the most accurate representation	<p><input type="checkbox"/> 24-bit color mode - adjust scan resolution to produce a QI of 8 for smallest significant character</p> <p>or</p> <p><input type="checkbox"/> 24-bit RGB mode - 400 ppi for documents with smallest significant character of 1.0 mm or larger</p> <p><b>NOTE:</b> Regardless of approach used, adjust scan resolution to produce a minimum pixel measurement across the long dimension of 4,000 lines for 24-bit files</p>

- **Cleanliness of Work Area, Digitization Equipment, and Originals**

Keep work area clean. Scanners, platens, and copy boards will have to be cleaned on a routine basis to eliminate the introduction of extraneous dirt and dust to the digital images. Many old documents tend to be dirty and will leave dirt in the work area and on scanning equipment.

Originals may need to be carefully dusted with a lint-free, soft-bristle brush to minimize extraneous dust.

For more details <http://www.archives.gov/preservation/technical/vendor-training.html>

- The document to be scanned entirely, no cropping allowed. A small border should be visible around the entire document. Careful placement of documents on scanners may require the originals to be away from platen edge to avoid cropping.
- **Scanning Text**  
The text should be scanned in a manner that the images meet certain criteria such as completeness, image quality (tonality and color), and the ability to reproduce pages in their correct (original) sequence. It is also necessary to produce the digital master in the same size as the original. For more information –  
  
<http://www.diglib.org/standards/bmarkfin.htm>
- **Scanning Land Registers**  
The scanning of documents to be done to maintain the smallest significant details.

### **Types of file formats**

Images should be in TIFF format which could upload to the software and which would display on the screen and would be transferred on PDF/A format.

### **Meta Data**

Metadata should be associated with the master image file.

Metadata Encoding and Transmission Standard (METS) to be adapted for more details  
<http://cosimo.stanford.edu/sdr/metsrights.xsd>.

### **Viewing Conditions**

Recommend to follow the guidance in the following standards or higher

ISO 3664 Viewing Conditions- For Graphic Technology and Photography Provides specifications governing viewing images on reflective and transmissive media, as well as images displayed on a computer monitor without direct comparison to any form of the originals.

ISO 12646 Graphic Technology – Displays for Color Proofing – Characteristics and Viewing Conditions

Provides specific requirements for monitors and their surrounds for direct comparison of images on a computer monitor with originals (known as soft proofing).

- Use an accurate dimensional scale as a reference for the size of original documents.
- Reference targets to be included for ,

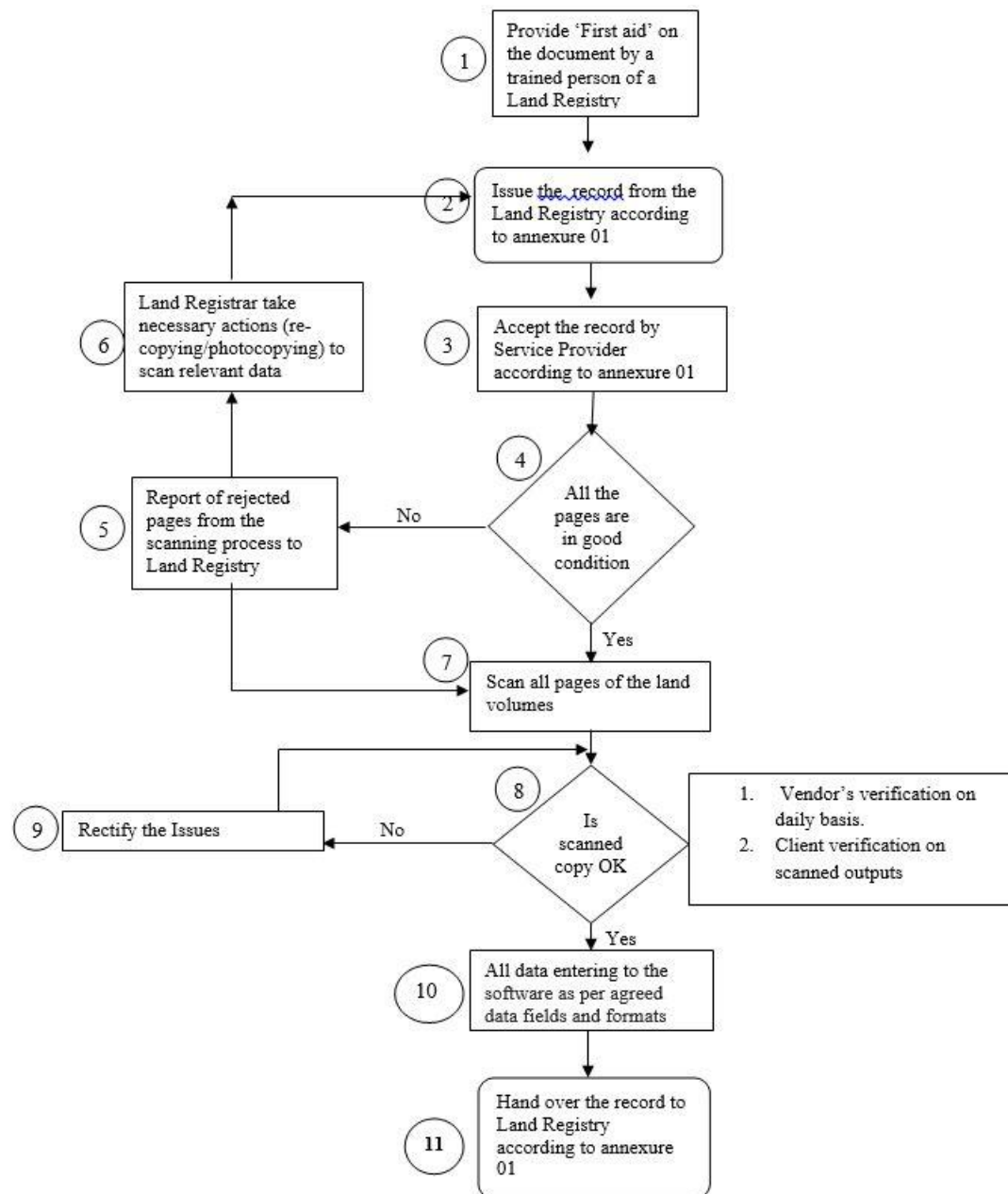
Good consistency from gray scale to gray scale ,Good color neutrality, Reasonably high visual density of approximately 1.95, provide the ability to quantify color and tone for the full range of values from black-point up to white-point, The spectral response of the photographic paper has been a reasonable match for a wide variety of originals being scanned on a wide variety of scanners/digital cameras, few problems with mesmerism, The semi-matte surface tends to minimize problems with reflections and is less susceptible to scratching .

It is necessary to produce digital images with good image quality to produce the most accurate visual representation of the original.

### **Digitalization Environment**

Recommend to use high- end LCD monitors for avoiding the difficulties in distinguishing image quality problems and the appearance of colors and monitoring brightness.

## 2. Scanning system flow chart



### **3. Business / work process**

1. Issuing records from the registry rack in which land registers are deposited. Issuing is carried out under Annexure 01.
2. Records are undertaken from the service provider who does digitizing under annexure 01.
3. Accept the record by Service Provider according to annexure 01
4. All the pages of volume should be in good condition for scanning (go to item 7).
5. Send a report of rejected pages from the scanning process to Land Registry
6. Land Registry take necessary actions (re-copying/photocopying) to scan relevant data and update to the digitization system
7. If the all pages of the register is in good condition scan and enter the data
8. Digital copy of the volume should be checked its accuracy. This examination should be done by both the service provider and Land Registry for the accuracy. (Vendor's verification on daily basis and Client verification on scanned outputs)
9. If the digital copy is faulty rectify the issues.
10. All the data should be entered to the Document Management Software (DMS) as per the agreed data fields.
11. Hand over the record by service provider to Land Registry according to annexure 01

Note:

- Registrar of Lands and Service Provider should maintain this register
- Land registers that can be scanned during the week should be obtained daily basis and the relevant number should be handed over to the appropriate sections on daily basis.
- Specially after the scanning the Land Register, it should be kept in the record room with the relevant rack.
- After the digitization the relevant volumes should be handed over to the Land Registry as per the original condition.



#### 4. Compliance sheet for Performance Specification requirements

No	Description of Requirement	Mandatory/ Optional	Response Yes/No	Detail description of the solutions /services
1	<b>General Requirements</b>  Setting up and configuring of Document Management System (DMS). All digitized images and data should be uploaded to DMS and users of Land Registries should be trained.			
	Meta data and Scanned items should be uploaded to the DMS software.			
	Scan up to A2 size sheets with thickness detection mechanism. Scanned folios should be capable of the viewing the using standard image viewer.	M		
	All documents need to be scanned with minimum 400 PPI. All scanned documents should be compressed and stored using Tagged Image File Format (TIFF).	M		
	The images should be stored in a properly design hierarchical folders order and should have proper naming system for such folders. (The one volume (one book) which includes 300 folios will be in a lowest level folder. The bidder shall obtain the client agreement for the client for proposed folder hierarchy and naming system.)	M		
	Scanned images of single folio must be saved as single file without mixing with one another.	M		
	Documents scanning should be carried out using professional scanning set-up, which incorporates high quality production level scanners. The bidder should provide technical specifications of scanners and scanning software that is expected to use in this project. (For the purpose of scanning of the land folios and storing images and storing of indexing data at the stage of project implementation, the bidder should use his own hardware)	M		
	Scanning shall be carried out in a manner that is able to handle old delicate and decayed paper carefully, to make sure that the folios will not be torn, damaged or destroyed any further through the scanning process.	M		
	In case a folio is damaged or found to be damaged, it should be recorded and reported to the Registrar of Lands who is in charge of the scanning process. Only	M		

No	Description of Requirement	Mandatory/ Optional	Response Yes/No	Detail description of the solutions /services
	after assessing the damage by the Registrar of Lands, the damaged documents should be repaired under the instructions and supervision of him.			
	The scanned output documents should be clear enough so that all the information (in the same language), photograph, symbols in the original a folios shall appear in the scanned copy accurately and exactly as in the original a folios. Any miss-colouring/ irrelevant dark shading of the document shall be removed during cleaning without changing/altering any information or symbols in the document.	M		
	The scanned documents should not exceed 150 kilobytes in size of a scanned document. The bidder should specify the average size of a document in kilobytes in accordance with the proposed format and equipment configuration.	M		
	The scanning Software proposed by the bidder should support saving the images in a hierarchically organized folder structure to be agreed upon with the Registrar General's Department in consultation with the ICTA.	M		
	Service Provider shall take all necessary steps to meet requirements for original form and retention in the process of capturing and storing images as stipulated in the Section 5 and 6 of the "Electronic Transactions Act No.19 of 2006"	M		



කොට්ඨාශය/Division : C		වෙරළ/Volume : 231		පත් පිටුව/Folio : 65	
පුරුද්දට ගෙන ආව/Brought forward from/Volume වෙරළ/Volume පත් පිටුව/Folio					
තරස් පිටපත්/Cross References : මුල් මුද්‍රාව M 1154 / 66 මුද්‍රාව මු-66 2012. 12-21					
භූමිමාලිකා නම / Name of Land : පුරුද්දට මුද්‍රාව ගෙන ආව මුද්‍රාව මුද්‍රාව					
සටහනේ අංකය හා දිනය / Plan No. and Date : 1147 / 2012. 11. 18		මැනුම්කරුගේ නම / Name of Surveyor : C. කුමාරතුංග			
කුලිය අංකය / Lot No. : 1		ගම් හෝ නගරය හා වීදිය / Village or Town and Street : මුද්‍රාව			
ජී. පී. අංකය / T. P. No. :		ස්ථානය / Situation :			
වටිනාකම් අංකය / Asst. No. :		පත්පිටුව / Patti : 6666		කොරල් / Korale : මුද්‍රාව	
ලියාපදිංචි කළ දිනය / Date of Registry (Day Book) No. and Date :	පුරුද්දට මුද්‍රාව ගෙන ආව මුද්‍රාව / Planes in full and residence :	භූමිමාලිකාගේ නම / Grantees (Names in full and residence) :	අංකය හා විස්තර / Nature and Particulars of Aliens and Income ranges (To be concisely and clearly stated) :		
60259 2012 103. 1/1 103. 1/1	කොට්ඨාශයේ මුද්‍රාව 103. 1/1 මුද්‍රාව 103. 1/1 මුද්‍රාව	කොට්ඨාශයේ මුද්‍රාව 103. 1/1 මුද්‍රාව 103. 1/1 මුද්‍රාව	මුද්‍රාව මුද්‍රාව හා මුද්‍රාව මුද්‍රාව මුද්‍රාව හා මුද්‍රාව මුද්‍රාව මුද්‍රාව හා මුද්‍රාව		

Registration A. 4  
(H)

District Province	Name, Residence, and Occupation of Proprietor					
Nature of Title.....						
No. and Date of Deed, and Name of Notary, Judge, &c.....						
Value of Property.....						
Stamp on Certificate.....						
Place and Date of Registry, and Date of Cer- tificate of Registration.....						
REMARKS.....						
Registrar.						

INCUMBRANCE.					
No. and Date of Deed	Name of Notary, Judge, &c.	Date of Certificate of Registration	Stamps	Registrar	REMARKS
No 10098 24 Jan'y 1903.	D. J. Kulasinga K. D.		Rs 2/-		The Notary has quoted Rs 4 80 289240 + 317833 as Prior Registration reference, but this land does not appear to have been registered
No 12512 15th May 1905.	- DO -		See m 90 313		With the lands in m 90 m 118 (2) Differ 287-290 as per this deed. North by High Road & Wakerama K. Hongahawatta boda awitawala Indigala divide of the grantors. S. Talagahawatta.
No 5770 27 Sept. 1905	A. D. Desanayaka		See m 126 26		- do - with lands in m 126 & 118 198 286 290 2
No 6352 23rd Decr. 1910.	M. P. Samaranika M. P.		Rs 2/- Stamps		

*divided*  
*to be sold*  
*There is*  
*interest at*  
*one nine*  
*of the*  
*land*  
*as from*  
*the 15/10*

*2512 of*  
*engaging*  
*There is*  
*other*  
*of the above*  
*for 200 - interest*

*carried over to*  
*m 136*  
*147*

Folio: 264.		Galle Koralé Pattuwa		Attidiya	Colombo District Western Province	Name, Resi
Registration Plan		No.		Name of Land		Nature of
Allotment				Kougahawatta alias Galwelle Goraka. gahawatta.		No. and D Judge. S
		Boundaries		k. Panagodaliyana & Karadeniya alias gahawatta water Course. l. Girda formerly of G. Don David. now bel to the grantor. o. Talgahawatta of G. Don David app hain now belonging to the grantor. w High Road		Value of l
		Extent		3 acres.		Stamp on
						Place and rificate
						REMARKS
ALIENATIONS and						
IN						
Date of Registry	Grantors	Grantees	Nature and Particulars of Alienations and Incumbrances			No. and of D
1904 8 Aug 9764	Galpath. the 2d son Bastian & do son Cornelis of Atti- thidiya.	Panagodaliyana G. Don Baron. Deusviratna of Attidiya.	Mortgage of undivided two thirds of the above and of the tiled house thereon for Rs 130/- with interest at 16 per cent per annum.			No. 240
22 <sup>nd</sup> May 1905	- Do -	Hollupahiragi James Caldera	Lease of undivided one ninth share of the above & of the buildings thereon for a term of sixty years from the date of 20 <sup>th</sup> Jan 1870 per year.			No. 15 <sup>th</sup>
1905 24 Oct.	H. James Caldera	G. Don Bastian & G. Cornelius	Surrender of Lease No: 12512 of 15 May 1905. D. J. Kulabunga in for the residue of the term therein expressed Rene. Rs 930/- for this & 6 other lands			No. 27
No. 22309 16 Jan. 1911	Galpath. Don Cornelis of Attidiya.	Gurunneelage Don David of Grandpass, Colombo	Mortgage of one und third (1/3) share of the above end of the buildings thereon for Rs 200/- interest at 10 % per annum on Rs. 180/-			No. 23

## **Section IX. Contract Forms**

### **Table of Forms**

<b>Performance Bank Guarantee (Unconditional) .....</b>	<b>90</b>
<b>Bank Guarantee for Advance Payment .....</b>	<b>91</b>
<b>Non-Disclosure Agreement .....</b>	<b>93</b>

## Performance Bank Guarantee (Unconditional)

To: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (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 \_\_\_\_\_, \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is 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 \_\_\_\_\_/ 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 \_\_\_\_\_



## Advanced Payment Bank Guarantee

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ 85 \_\_\_\_\_

We have been informed that *[name of Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Service Provider, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of their obligation under the Contract because the Service Provider has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Service Provider on their account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Service Provider as indicated in copies of certified monthly

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1

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, \_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Non-Disclosure Agreement

This **NON DISCLOSURE AGREEMENT** is made on this day ..... Day of ..... 201.. by and between

AND

The ..... Established under the provisions of the companies act of Sri Lanka and (hereinafter called and referred to as “Receiving Party”), having its office at .....

WHEREAS the Department and the Receiving Party have entered into a Contract Agreement (No. ....), dated ..... and consequent thereto the Receiving Party would be privy to or would be obtaining “Information” pertaining to the Registrar General’s Department , from the Department directly or indirectly at “Project Site(s)” defined in the said Agreement, whilst implementing “the System” (also defined in the said Agreement).

WHEREAS ..... and ..... are desirous of entering into this Non-disclosure Agreement, outlining the manner in which the aforesaid “Information” would be treated by ....., its Joint venture partners, affiliates, subsidiaries and its Service Providers and Consultants.

NOW THEREFORE in consideration of the terms and condition hereinafter set forth, the parties hereto mutually agree as follows:

### DEFINITIONS

“**Information**” means primarily the information pertaining to the digitized documents of Registrar General’s Department and information, of any nature and in any form, whether disclosed in writing, orally, or electronically (including without limitation all writings, memoranda, copies, reports, records, papers, surveys, analyses, drawings, letters, computer printouts, computer programs, computer applications, specifications, customer data, business methods, business processes, business techniques, business plans, data, graphs, charts, sound recordings, pictorial representations, inventions, prototypes, samples, and trade secrets), which the Receiving Party would be privy to or would be obtaining directly or indirectly at “Project Site(s)” defined in the aforesaid Agreement (No. ....), dated ....., whilst implementing “the System” (also defined in the said Agreement).

- 1 ). **Confidentiality:** This Agreement confirms the understanding between the parties concerning the obligation of confidentiality with respect to the Information which the Receiving Party would be privy to or would be obtaining directly or indirectly at “Project Site(s)” defined in the aforesaid Agreement (No. ....), dated ....., whilst implementing “the System” (also defined in the said Agreement).
- 2). **Confidentiality of Information:** All Information and related Materials defined in this Agreement shall be treated by the receiving party pursuant to clause 4 and 5 of this Agreement.

- 3) “Materials” means all materials and media containing or comprising Information, pertaining to the archived documents of Registrar General’s Department for on which Information is stored or resides, including without limitation, written or printed documents and computer disks, CE’s, tapes, or other media and whether machine or user readable.
- 4). **Protection:** Unless written consent is otherwise granted by the Ministry , release, access to or use of Information, defined herein, shall be restricted to designated employees and officers of the receiving party's organisation. A receiving party shall safeguard and protect the secrecy or confidentiality of the Information as its uses to protect its own Proprietary Information. The Receiving Party shall draw to the attention of its employees, its Joint venture partners, affiliates, subsidiaries as well as its Service Providers and Consultants who shall have access to the said Information, all the obligations contained in this Agreement. The Receiving Party shall be required to enter into written agreements with its employees, its Joint venture partners, affiliates, subsidiaries as well as its Service Providers and Consultants so as to ensure the protection the Information.

The obligations specified under this provision shall survive the termination of the aforesaid Agreement (No. ....), dated .....

5) **Restrictions**

- (a) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Information
- (b) Information and Material may be used, disclosed, reproduced, summarised or distributed by the Receiving Party for the purposes of implementing the deliverables described in the aforesaid Agreement (No. ....), dated ....., to the extent mutually agreed to by the parties.
- (c) Nothing herein shall prevent the Information being used by the Receiving Party for the purpose of implementing the System described in the aforesaid Agreement.

6) **Rights and Remedies**

- (a) Receiving Party shall notify the Ministry immediately upon discovery of any unauthorised use or disclosure of the Information or Materials, or any other breach of this Agreement by Receiving Party, its employees or its Joint venture partners, affiliates, subsidiaries as well as its Service Providers and Consultants, and will cooperate with Department, or the owner of such Information, in every reasonable way to help regain possession of the Information and/or Materials and prevent its further unauthorised use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Information and/or Materials at the request of the Department, or the option of the Department , certify destruction of the same.
- 7). **Conditions:** The obligations imposed upon the parties herein shall not apply to Confidential Information.

- which becomes generally available to the public; or
  - which is already lawfully in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties; or
  - which is received from a Third party without restriction and without breach of this Agreement, or
  - which is independently developed by the receiving party; or
  - which is released pursuant to the binding order of a government agency or a court so long as prior to any such release the releasing party provides the other party with the greatest notice permitted under the circumstances.
- 8). **Limitations:** All Information to which the Receiving Party would be privy to or would be obtaining directly or indirectly at “Project Site(s)”, defined in the aforesaid Agreement (No. ....) is considered loaned for use solely for the purpose of implementing the said Agreement.
- 9). **Obligations:** No public announcement or disclosure beyond those disclosures authorised by the Ministry under this Agreement, in respect of the Information herein, may be made without approval of the Department, which it may grant or withhold in its sole discretion, or without formal order of a competent court or government agency. Every act made by the Employees and or Agents and or Nominees and or any Authorised Person of the Receiving Parties considered as a sole act of the Receiving parties.
- 10). **Reminders:** In the event of a breach of any of the foregoing provisions, the Receiving Party agree that the harm suffered from such breach would not be compensated by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach. The receiving party agrees that the breach of the provisions of this Agreement would constitute a breach of Section 160(6) of the Intellectual Property Act No. 36 of 2003 of Sri Lanka and or criminal Prosecution under the Law of Sri Lanka.
- 11). **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to confidentiality of the Information and shall supersede the provisions contained in General Conditions of Contract..... aforesaid Agreement (No .....), dated ..... entered into between the parties. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty, and, unless such is specifically included within this Agreement, it shall not be enforceable by the other party hereto.
- 12). **Notices:** Any notices required by this Agreement shall be in writing and shall be given by hand, sent by first class mail or express courier to the applicable address noted in the initial paragraph.
- 14). **Governing Law:** This agreement is to be governed by the law of the Republic of Sri Lanka and the parties hereby consent to the Court and/or tribunal having appropriate jurisdiction to adjudicate all disputes arising hereunder.

- 15) **Arbitration :** Any dispute, controversy or Claim arising of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Government of Sri Lanka Arbitration Law in force as at present.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

Signatory----- .....

Common Seal

Witnesses

1

2

and

Signatory----- .....

Common Seal

Witnesses

1

2

**Annexure - 01**

Land registers should be handed over and taken over according to the register mentioned below.

**a) Scanning Count (Reports to be submitted daily)**

<b>Date</b>				
<b>Balance from Previous day</b>	<b>Received Document</b>	<b>Rejected</b>	<b>Scanned Document</b>	<b>Balance</b>

**b) Monthly Scanned Document Count (Reports to be submitted monthly)**

<b>Month</b>			
	<b>Received Document</b>	<b>Scanned Document</b>	<b>Balance</b>
Week 1			
Week 2			
Week 3			
Week 4			
Week 5			
Total			

**c) Resource Utilization Account (Reports to be submitted weekly)**

<b>Month</b>	<b>Week</b>	<b>Number of scanners operated</b>	<b>Number of PCs operated</b>	<b>Number of staff members employed for scanning</b>	<b>Number of staff members employed for data entry</b>	<b>Equipment failures with duration and method of replacement</b>

**d) Scanning Log (Reports to be submitted daily)**

<b>User name</b>	<b>Date</b>	<b>Time</b>	<b>No. of scanned files</b>

e) Issues Reported during the period (Reports to be submitted weekly)

Date	Issue	Action recommended	Action recommended by	Action taken by

f) Summary

Serial No	Land Registry/ Division and Volume No	No of Pages	Condition (Page No)				Remarks	Issued (Land Registry )		Received (SP)		Checked and Taken Over(Land Registry)		Deposited	
			Insect (Termite)	Patch	Torn (Damaged)	Part		On	By	on	by	by	on	by	On

Note : Formats to be finalized with the selected bidder