



SRI LANKA CERT (PVT) LTD

BIDDING DOCUMENT

Title of the Procurement

Procurement of Company Secretary Service for Sri Lanka Cert (Pvt) Ltd

IFQ No: CERT/GOSL/SER/NS/2025/45-R

National Shopping (NS)

December 2025



Sri Lanka CERT (Pvt.) Ltd

Invitation for Quotation (IFQ)

Procurement of Company Secretary Service for Sri Lanka Cert (Pvt) Ltd IFQ No: CERT/GOSL/SER/NS/2025/45-R

1. The CEO, on behalf of Sri Lanka Computer Emergency Readiness Team (Sri Lanka CERT), now invites sealed Quotations from eligible and qualified Bidders for providing Company Secretary Service for Sri Lanka CERT.

Detailed description of schedule of requirements is given in the Bidding Document.
2. **Bidding will be conducted using the National Shopping (NS) procurement method** 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 eligibility and qualification requirements given in the Bidding Documents.
3. Interested Bidders may obtain further information from Sri Lanka CERT, Room: 4-112, BMICH, Colombo 7 and the Bidding documents is free of charge and can be obtained during office hours on working days commencing from **December 15, 2025** at the office of Sri Lanka CERT at the above address. Telephone: +94 11 269 1692/269 5749/267 9888, Fax: +94 11 269 1064 or email: procurement@cert.gov.lk. A complete set of Bidding Documents in English Language can be downloaded from “Procurement Tab” of www.cert.gov.lk website.
4. **Sealed Quotations** must be delivered to Chief Executive Officer, Sri Lanka CERT, Room: 4-112, BMICH, Colombo 7 to be received on or before **1400 Hrs. (2.00 P.M) on December 23, 2025**. Late Bids and Bids sent electronically will not be accepted and will be rejected.
5. Bids shall be valid for a period of 60 days from the date of deadline for submission of the Bids.
6. 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 (in Para 4).
7. Sri Lanka CERT will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chief Executive Officer

Sri Lanka CERT (Pvt.) Ltd,

Room: 4-112, BMICH, Colombo 7, Sri Lanka.

Phone: +94112691692, Fax: +94112691064

E-Mail: procurement@cert.gov.lk , www.cert.gov.lk

December,2025

SECTION I: Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Service as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation submission Form(s)
C: Preparation of Quotation	
3. Documents Comprising your Quotation	<p>3.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form and the Price Schedules; (a) Technical Specifications & Compliance with Specifications
4. Quotation Submission Form and Price Schedules	<p>4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.</p>
5 Prices and Discounts	<p>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p> <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any</p>

	account. A Quotation submitted with an adjustable price shall be treated as non responsive and may be rejected
6 Currency	6.1 The vendors shall quote only in Sri Lanka Rupees.
7 Documents to Establish the Conformity of the Goods	<p>7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Non Consultancy conform to the technical specifications and standards specified in Section IV, “Technical Specifications & Compliance with Specifications”.</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Non Consultancy, demonstrating substantial responsiveness of the Non Consultancy to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Non Consultancy to supply these Non Consultancy in Sri Lanka.</p>
8 Period of Validity of quotation	8.1 Quotations shall remain valid for the period of Sixty Days (60) after the quotation submission deadline date.
9 Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.

D: Submission and Opening of Quotation

10 Submission of Quotation	<p>10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.</p> <p>10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>
11 Deadline for Submission of Quotation	11.1 Quotation must be received by the Purchaser at the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
12 Late Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
13 Opening of Quotations	<p>13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet.</p> <p>13.2 A representative of the bidders may be present and mark its attendance.</p>

E: Evaluation and Comparison of Quotation	
14 Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.1 The Purchaser's request for clarification and the response shall be in writing.</p>
15 Responsiveness of Quotations	<p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued , it may be rejected by the Purchaser.</p>
16 Evaluation of quotation	<p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) the Price as quoted; (b) price adjustment for correction of arithmetical errors; (a) price adjustment due to discounts offered. <p>16.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .</p>
17 Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations	<p>17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.</p>
F: Award of Contract	
18 Acceptance of the Quotation	<p>18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p>
19 Notification of acceptance	<p>19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.</p>

SECTION II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is: Sri Lanka CERT (Pvt.) Ltd
5.3	If the Bidder is VAT registered, the VAT Registered certificate is required
7	<p>Interested service providers are requested to submit their quotations, including the following details:</p> <ul style="list-style-type: none"> • Detail Company profile with relevant proof documents including 10 years of experience • Service Letters • Detailed Curriculum Vitae (CV) of the assignee as per the Qualification, experience and other criteria mentioned in the Service Specification • Business Registration Certificate • Certificate of Practice • Certificate of Appointment issued by Registrar of Companies (For Individual)
11.1	<p>Address for submission of Quotation is:</p> <p>Chief Executive Officer Sri Lanka CERT (Pvt.) Ltd, Room: 4-112, BMICH, Colombo 7.</p> <p>Deadline for submission of quotations; <u>on or before 1400 hours (2.00 P.M) on December 23, 2025, to the address given above.</u></p> <p>Envelope containing the quotation should be clearly marked “Procurement of Company Secretary Service for Sri Lanka Cert (Pvt) Ltd CERT/GOSL/SER/NS/2025/45-R”</p>
13	<p>The quotations shall be opened at the following address:</p> <p>Sri Lanka CERT (Pvt.) Ltd, Room: 4-112, BMICH, Colombo 7, Sri Lanka.</p> <p>The quotations shall be opened at <u>1400 hours (2.00 P.M) on December 23, 2025</u></p>
16.2	16.2 The Proposal of each firm will be evaluated on their compliance requirements outlined in this Service Specification as well as the proposed Pricing.

16.3	<p>16.3.1 The bidder should be a registered business who is in the business of providing services similar to the services specified in the schedule of requirement as part of the business and should have been in operation during the last 2 years as of date of deadline for submission of quotation. Documentary evidence in this regard (i.e. Business Registration Document and proof of previous experience (minimum 10 years)) should be submitted along with the quotation.</p> <p>16.3.2 If the bidders do not meet the above Minimum Qualification Requirements and documentary evidence in support of the above, as required are not submitted along with the quotations, such quotations may not be considered for evaluation.</p>
17	Purchaser reserves the right to increase or decrease the scope by 20% without any change in the unit price or other terms of the contract.
19	<p>The successful Bidder shall be required to sign a Non-Disclosure Agreement (NDA) with Sri Lanka CERT at the time of award of contract, prior to accessing any confidential information or documents.</p> <p>Failure to sign the NDA may result in cancellation of the award</p>

Section III: Schedule of Requirements

Item No	Description of Service	Duration of Contract	Final Destination
1.	Procurement of Company Secretary Service for Sri Lanka Cert (Pvt) Ltd	The Duration of the Assignment is One Year, Subject to renewal based on the Performance.	Sri Lanka CERT (Pvt.) Limited, Room 4-112, BMICH, Bauddhaloka Mawatha, Colombo 07.

SECTION IV: Service Specifications & Compliance with Specifications

1. INTRODUCTION

Sri Lanka CERT (Private) Limited is a government owned Private Limited Company with sole shareholder of the General Treasury. It serves as the national institution for cyber security in Sri Lanka CERT, and providing cyber security services to the government, businesses and citizens. Sri Lanka CERT aims to obtain a service of an experienced, qualified and a reputed firm to provide company secretariat service for a period of one-year subject to renewal with the approval of the Board of Directors of Sri Lanka CERT.

The Company Secretary serves as the principal point of communication between the Board of Directors, senior management, and regulatory bodies, ensuring compliance with governance and statutory requirements under the Companies Act No. 7 of 2007 and Articles of Association of Sri Lanka CERT. Brief Term of Reference of the Company Secretary are summarized below.

2. DUTIES AND RESPONSIBILITIES

The Company Secretary's responsibilities include but are not limited to the following:

A. Governance

- a) Organize and coordinate board meetings and board subcommittee meetings in compliance with the Companies Act No. 7 of 2007, Articles of Association of Sri Lanka CERT, guidelines issued by the Department of Public Enterprises and the Government, and internal corporate governance policies.
- b) Attend Board and Board sub-committee meetings, ensuring accurate minute-taking and documentation of proceedings, including resolutions and decisions with consistency. Company secretary shall also be the secretary for the board meetings and other board subcommittee meetings.
- c) Prepare and circulate notices of meetings, agendas, and supporting documentation to directors in a timely manner.
- d) Maintain and update the Corporation's by-laws to ensure compliance with the Companies Act and other applicable regulations.
- e) Identify, disclose, and resolve potential conflicts, ensuring that board members, executives, and employees act in the best interests of the company and its stakeholders.

B. Statutory and Legal Compliance

- a) Ensure timely filing of statutory returns and resolutions with the Registrar of Companies as required by the Companies Act No. 7 of 2007.
- b) Maintain official corporate records, including the register of members, register of directors, and minutes of meetings.
- c) Ensure the availability of legal advice in connection with major contracts, transactions, and corporate actions.

C. Advisory and Support Functions

- a) Provide guidance to the Board and management on governance practices, corporate compliance, and fiduciary duties of directors under the Companies Act.
- b) Facilitate the induction and ongoing development of directors to enhance their understanding of governance practices and statutory responsibilities.

D. Record Keeping and Reporting

- a) Prepare and distribute minutes of meetings, including resolutions and decisions, ensuring that necessary actions are taken as a result of these decisions.
- b) The meeting minutes shall be prepared submitted to Chairman and CEO within 5 working from the meeting.
- c) Maintain accurate and secure records of all statutory filings, minutes, and corporate communications.
- d) Report to the Chairperson or CEO on all matters related to corporate secretarial responsibilities and compliance.

E. Miscellaneous Responsibilities

- a) Ensure the company's operations adhere to relevant legal and regulatory requirements in Sri Lanka CERT.
- b) A company secretary shall sign an NDA with Sri Lanka CERT to ensure the confidentiality of sensitive corporate information and protect the interests of the organization, its stakeholders, and any proprietary data or trade secrets disclosed during the course of their duties.
- c) Perform such other duties as may be prescribed by the Board of Directors, Chairperson, or CEO from time to time.
- d) Keep abreast of changes in relevant laws and regulations, advising the Board and management accordingly.
- e) Comply with not only the legal requirements but also ethical standards and codes of practice, such as those outlined in corporate governance guidelines, industry-specific regulations, and international norms.
- f) If the company secretary wishes to terminate the services, a prior notice period of 30 days shall be given

3. QUALIFICATION AND EXPERIENCE OF THE FIRM

- a) The Firm must be a registered entity with the Registrar General's Department, in compliance with the Companies Act No. 07 of 2007 and the regulations gazetted by the Company Registrar.
- b) The Firm should have a minimum of 10 years of experience serving as a Company Secretary to reputable firms and must have complied with all statutory requirements under the Companies Act No. 07 of 2007. This experience must be supported by service letters from the Firm's clients confirming the provision of Company Secretary services

4. AVERAGE NUMBER OF MEETINGS

The Company Secretary Shall physically attend the following number of meetings per Annum,

- a) Board Meetings (Approximately 14 Meetings per year)
- b) AMC Meeting (Approximately 5)
- c) HR Subcommittee Meetings (Approximately 2)
- d) AGM/Special General Meetings (2)

Section V: Quotation Submission form and Price Schedule

a. QUOTATION SUBMISSION FORM

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

Date:

To: **Chief Executive Officer**
Sri Lanka Computer Emergency Readiness Team,
Room: 4-112, BMICH,
Colombo 7.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the document issued;

We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Non Consultancy of Providing *[Title and reference number of procurement]*

- (b) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure in Rupees]*Excluding VAT
- (c) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We understand that this quotation, together with your written letter of acceptance, shall constitute a binding contract between us.
- (e) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

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

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

Company Seal: *[company/owner's seal to be stamped]*

Dated:

b. Price Schedule

1	2	4	4	5	6
Item No	Description of Service	Total Price (<i>Excluding VAT</i>) LKR	Discounted Total Price (If any) (<i>Excluding VAT</i>) LKR	VAT LKR	Total Price (<i>Including VAT</i>) LKR
01	Attendance Fee (Per Meeting)				
1.1	Board Meeting				
1.2	Committee Meeting				
1.3	AGM/Special General Meetings and Other Statutory Meetings				
02	Any other fees that may be Charged for services provide as outlined in the Service Specification including necessary filling in the Department of Company Registrar				
TOTAL					

*** All taxes and fees other than VAT are to be bare by the supplier and are considers as part of the Supplier costs

*** Payment will be made on Monthly Basis

Signature of authorized officer of the bidder:.....

Name of authorized officer of the bidder:.....

Bidder's/Company's name:

Address:

Contact details: Tel email:

Date:.....