



BIDDING DOCUMENT
PROVIDING SECURITY SERVICES - 2017/2018
TRINCOMALEE CAMPUS OF THE EASTERN
UNIVERSITY, SRI LANKA

BID/SC/GA/2017/2018 (01 Year)

Trincomalee Campus of the Eastern University, Sri Lanka
Konesapuri
Nilaveli



**TRINCOMALEE CAMPUS OF THE EASTERN
UNIVERSITY, SRI LANKA**

PROCUREMENT NOTICE

**INVITATION FOR BIDS FOR
PROVIDING SECURITY SERVICES**

Sealed Bids for providing Security Services to the Campus premises will be entertained from reputed security firms registered with the Ministry of Defense from 10.07.2017 to 31.07.2017 up to 2.30p.m.

Bidding documents could be inspected free of charge and the same could be obtained from the General Administration Branch [Tel: 026-2222300] by produce the receipt for payment of Rs. 2,000/= . This payment could be made to the Shroff of the Campus between 9.00 a.m. and 2.30 p.m. (12.15 p.m. to 1.00 p.m. excluding lunch hour) during normal working days from 10.07.2017 to 31.07.2017. Pre-Bid meeting will be held on 24.07.2017 at 2.00 p.m. at the Trincomalee Campus of the Eastern University, Sri Lanka.

Sealed Bids in duplicate addressed to the Rector, Trincomalee Campus of the Eastern University, Sri Lanka, Konesapuri, Nilaveli should be sent by registered post or deposited in the Tender Box provided at the Office of the Rector before 3.00p.m. on 31.07.2017. Envelope containing the bids should be marked “Invitation for Bids/ Security Services for 2017/2018” on the top left hand corner.

The Rector,
Trincomalee Campus of the Eastern University, Sri Lanka
Konesapuri
Nilaveli



Trincomalee Campus of the Eastern University, Sri Lanka
Invitation for Bids (IFB)
Providing Security Services for the Year 2017/2018

1. The Chairman, Department Procurement Committee on behalf of the Eastern University, Sri Lanka invites sealed bids from eligible and qualified bidders providing security services for the year 2017/2018 for the Trincomalee Campus.
2. Bidding will be conducted through National Competitive Bidding Procedure.
3. All bidders shall have a valid business registration and Ministry of defense certificate of incorporation in the relevant Field. To be eligible for contract award, successful bidder shall not have been blacklisted.
4. Interested eligible bidders may obtain further information from **Assistant Registrar, General Administration Branch, Trincomalee Campus of the Eastern University, Sri Lanka, Konesapuri, Nilaveli, Trincomalee (Phone 026 222 2300)** and inspect the bidding documents free of charge at the above address from **9.00 a.m. to 3.00 p.m. from 10.07.2017 to 24.07.2017** on any working days.
5. A complete set of Bidding Documents (in duplicate) may be purchased by interested bidders on payment of a non-refundable tender fee of Rs.2,000.00. Payment shall be made at the Shroff counter of the Trincomalee Campus from **9.00 a.m. to 2.30 p.m. from 10.07.2017 to 31.07.2017** on any working days.
6. The Bidding Documents could also be obtained from the official web page www.tc.esn.ac.lk and the payment of non-refundable tender fee of Rs.2000.00 shall be deposited to the **People's Bank, Main Branch, Trincomalee A/C No 066100172390446**. Bank receipt for the payment should be submitted along with the bid document.
7. The original of the bid should be enclosed in a cover & marked "original". Duplicate of the bid should be enclosed in a separate cover and marked "duplicate". Both the original and the duplicate of the bid should be enclosed in one cover and top left hand corner shall be marked "**TC/BID/SS/2017/2018- Bid for Providing Security Service**". The name & address of the firm submitting the bid should appear in the cover.
8. Sealed Bids in duplicate could be either sent under registered post to the address of **The Rector, Trincomalee Campus of the Eastern University, Sri Lanka, Konesapuri, Nilaveli, Trincomalee** or deposited into the Tender Box available at the office of the Rector before **3.00 p.m. on 31.07.2017**. The bid should be submitted along with **bid security amounting the Rs.200,000.00** (Two hundred thousand rupees) from a reputed commercial bank valid up to 30.10.2017.
9. Pre Bid meeting will be held on 24.07.2017 at 10.00 am at the Board Room at the Trincomalee Campus, Eastern University, Sri Lanka, Konesapuri, Nilaveli.

10. Late bids and bids not accompanying a valid Bid Security for the appropriate amount valid up to 30.10.2017 will be rejected. Bid will be opened in the presence of the Bidders' Representatives who choose to attend in person immediately after closing of bids at **3.00 p.m. on 31.07.2017**.

**Chairman,
Department Procurement Committee
Eastern University, Sri Lanka.**

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid** **1.1** The Chairman, Department Procurement Committee invites bids for providing Security Services. The name and identification number of the Contract is provided in the Bidding Data.
- 1.2** The successful Bidders will be expected to complete the performance of the Services by the Intended Completion Date provided in the Data.
- 2. Qualification and Experience of the Bidder** **2.1** All bidders shall provide in Section III, Forms of Bid and Experience Information, a preliminary description of the proposed work, method and schedule, including drawings and charts, as necessary.
- 2.2** If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
- (a)* List of Services performed for each of the last five years.
 - (b)* Experience in services of a similar nature for each of the last three years, and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (c)* Work plan and methodology.
 - (d)* List of major items of equipment proposed to carry out the Contract;
 - (e)* Qualifications and experience of key staff proposed for the Contract.
 - (f)* Recommendations from reputed organizations where you provided service.
 - (g)* Any other if listed in the Bidding Data.
- 3. Cost of Bidding** **3.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 4. Site Visit** **4.1** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the Services. The costs of visiting the site shall be at the Bidder's own expense.

B. Bidding Documents

5. 5.1 The set of bidding documents comprises the documents listed below.

Content of Bidding Documents

Volume 1

Section I Instructions to Bidders
Section IV Conditions of Contract
Section VIII Forms of Securities

Volume 11

Invitation for Bid
Section II Bidding Data
Section III Forms of Bid and Qualification information
Section V Contract Data
Section VI Employer's Requirements
Section VII Activity Schedule

6.

Clarification of Bidding Documents

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

C. Preparation of Bids

7.

Language of Bid

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

8.

Documents Comprising The Bid

8.1 The Bidder shall submit the Bid (original) along with a duplicate in sealed envelope/packet giving:

- a) **QUALIFICATION AND EXPERIENCE INFORMATION** and
- b) **FINANCIAL BID**

8.2 "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following.

- i. Duly filled 'A' schedules," Qualification and Experience Information,"
- ii. Other information listed in Bidding Data: and,
- iii. Any other information, bidder may wish to include

8.3 "ORIGINAL OF FINANCIAL BID" shall include the originals of the following:

- i. Duly filled and signed Price Bid Submission Form;
- ii. Bid Security
- iii. Duly filled Activity Schedules

8.4 The envelop shall:-

- a) Be addressed to the Employer at the address provided in the Bidding Data;
- b) Bear the name and identification number of the contract as defined in Bidding Data; and

- 9. Bid Prices**
- 9.1** The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2** The Bidder shall fill in rates and prices for all items of the Services described in the in Employer's Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3** All duties, taxes and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be shown separately.
- 10. Currency of Bid and Payment**
- 10.1** The lump sum price quoted by the Bidder shall be in Sri Lanka Rupees.
- 11. Bid Validity**
- 11.1** Bids shall remain valid for the period specified in the Bidding Date (90days).
- 11.2** In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the, and in compliance with Clause 12 in all respects.
- 12. Bid Security**
- 12.1** The Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2** If a Bid Security is requested under sub-clause 12.1 above, any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 12.3** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in sub-Clause 12.1
- 12.4** The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required performance Security.
- 12.5** The Bid Security may be forfeited:
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or

c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to :

- (i) sign the Contract; or
- (ii) furnish the required Performance Security.

13. Format and Signing of Bid **13.1** The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bid **14.1** The envelope prepared in accordance with sub-clause 8.4 shall :

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.3 if the envelope is not sealed and marked as above , the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids **15.1** Bids shall be delivered to the Employer at the address specified, no later than the time and date specified in the Bidding Data.

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids **16.1** Any Bid received by the Employer after the deadline will be returned unopened to the bidder.

E. Bid Opening and Evaluation

17. Bid **17.1** The Employer will open the envelope in the presence of Bidders'

- Opening** designated representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. The Bidders' Representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2** The Bidders' names, the presence/(or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 17.3** The name of the bidder, the bid prices together with any discounts offered in the financial bid shall be read aloud and recorded when the envelopes are opened.
- 18. Clarification of Bids**
- 18.1** To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
- 19. Examination of Bids and Determination of Responsiveness**
- 19.1** Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents.
- 19.2** A substantially responsive Bid is one which conforms to all the terms, conditions and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Service; (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.
- 19.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20. Evaluation of Qualification and Experience and Financial Bid**
- 20.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2** Before evaluation of the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
- 20.3** In evaluating the financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows;
 (a) excluding Provisional Sums and the provision, if any;,
 (b) correcting the arithmetical errors in-pursuant to Clause 22,

- (c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
- (d) applying any discounts offered by the Bidder.

20.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offers. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

21. Correction of Errors

21.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

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

F. Award of Contract

22. Award Criteria

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

22.2 The Contracts will be awarded to the same contractor. However, the Campus shall have the right to take a decision in this regard.

23. Employer's Right to Accept any and to Reject any or All Bids

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

24. Notification of Award and Signing of Agreement

24.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract.

24.3 The Contract, in the form provide in the bidding documents, will incorporate all agreements between the Employer and the successful

Bidder.

25.

Performance Security 25.1

The successful Bidder shall deliver to the Employer a Security in the amount and in the form (Bank Guarantee and/or Performance Bond) (Unconditional) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract, well before the commencement of the contract.

Section II- Bidding Data
Instructions to Bidders Clause Reference

The Employer is the Vice Chancellor, Eastern University, Sri Lanka

(1.1) Name of the Contract - Security Service

Identification Number of the Contract - **TC/BID/SS/2017/2018**

(1.2) The Intended Completion date is – One Years from the date of award subject to a three months period of probation.

The information required from bidders in Sub-Clause 2.0 is:

- a) List of Services performed for each of the last five years.
- b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- c) Work plan and methodology
- d) Qualifications and experience of key staff proposed for the Contract;
- e) Any other if listed in the Bidding data.

(ii) list any additions to the list in Sub-Clause 2.2; otherwise list “one”

(8.4) The address for the purpose of submission of bids is: The Rector, Trincomalee Campus of the Eastern University, Sri Lanka, Konesapuri, Nilaveli.

(12.1) The amount of Bid Security shall be - - Rs.200,000/=

The Bid Security shall be valid until –30.10.2017

(14.1) For identification of the bid the envelopes should indicate:

Contract: Security Service 2017/2018

Bid/Contract Number: BID/SC/GA/2017/2018

(15.1) The deadline for submission of bids shall be **2.30 p.m. on 31.07.2017**

(17.1) Bids will be opened at 2.30 p.m. on the 31.07.2017 at the **Board Room, Office of the Rector**, Trincomalee Campus of the Eastern University, Sri Lanka, Konesapuri, Nilaveli

(20.3) Criteria for Evaluation of Qualification and Experience :

Experience in Similar assignments:

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

Work plan and Methodology:

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

Key Staff:

Only the staff proposed by the Bidder will be evaluated.

Equipment:

Adequacy of the equipment proposed by the Bidder will be evaluated.

Client's Reference:

The references made by previous clients about the quality of the services provided by the Bidder will be evaluated

Financial Capacity:

All financial aspects including the Annual Turn over and other financial information will be evaluated.

The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 5% of the awarded Contract Price.

Form of Bid

[.....2017]

To : The Vice- Chancellor,
The Eastern University, Sri Lanka
Vantharumoolai
Chenkalady.

Having examined the bidding documents, we offer to provide Security Service in accordance with the Conditions of Contract, Employer’s Requirements and service schedule accompanying this Bid for the annual Contract Price of Rs.....[amount in numbers]..... [amount in words].....or any other sum derived in accordance with the said documents summarized as.

No	Designation	Number of officers	(12 Hour Shift) Rate Per Head (Excluding VAT) (Rs.)	Number of Days	Total (Rs.) Per
1	Officer in Charge	1		30	
2	Security Officer- Male	24		30	
	Security Officer- Female	3		30	
Total					
VAT 15%					
Monthly Rate					

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

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

Authorized Signature :-

Name and title of Signatory: -

Name of Bidder :-

Address :-

SCHEDULE OF SERVICES

	Location	Owner	Day Shift		Night Shift	
			Male	Female	Male	Female
1	Security points	Campus	4		4	
2	Campus key Board	Campus	1		1	
3	Administration Block(CIT)	Campus	1		1	
4	Library Building	Campus	1			
5	Cafeteria	Campus	} 1		} 1	
6	Siddha Medicine Unit	Campus				
7	FAS & computer unit	Campus				
8	Staff Quarters		1		1	
9	Hostels (Girls)	Campus		2		1
10	Hostel (Boys) –I	Campus	1		1	
11	Guest House	Campus	1		1	
12	Rector’s Bungalow	Campus	1		1	
Total			13	2	11	1

Office In Charge- 01 Male Security Guard- 24 Female Security Guard- 3

Any other locations/ events specified by the Assistant Registrar/ Administration Trincomalee Campus.

Note: Above schedules may be changed time to time according to the Campus needs. The schedule of services is provided only for the information.

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

Schedule A – Experience in Similar Assignments last three years (Qualification and Experience Information)

Period	Employer	Description of	Amount	Contractor's Responsibility (%)
		Total		

Schedule B – Work Plan and Methodology

(If requested under ITB clause 20.3 only)

(Qualification and Experience Information)

Sheet 1 of

Should respond to all the requirements given in the Employer's Requirements.

Schedule C – Key Staff

(If requested under ITB clause 20.3 only)
(Qualification and Experience Information)

Name	Position	Task

Schedule D – Equipment Proposed

(If requested under ITB clause 20.3 only)
(Qualification and Experience Information)

Type	Capacity	Number

Schedule E – Clients Reference

(If requested under ITB clause 20.3 only)
(Qualification and Experience Information)

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S MARKING REFERENCES ON THE SERVICES EXECUTED BY BIDDER

Schedule F1 – Annual Turn – Over Information

(Last five years)
(If requested under ITB clause 20.3 only)
(Preliminary Information)

Year	Turn-over	Remarks
1		Attach audited reports
2		
3		
4		
5		

Letter of Acceptance
(Letterhead paper of the Employer)

Notes on Form of Letter of Acceptance

The letter of Acceptance will be the basis for information of the Contract as described in Clause 25 of the Instructions to Bidders. This form of letter of acceptance should be filled in and sent to the successful bidder only after evaluation of bids has been completed.

[date]

To: [name and address of the Service provider]

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

A performance bond (unconditional) from a reputed bank amounting to 5% of the annual contract sum valid for twenty five (25) months from the date of commencement to the contract shall be submitted well before the commencement of the contract and signing the agreement.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*]
 - Appendix A : Description of the Services
 - Appendix B : Schedule of Payments
 - Appendix C : Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E : Services and Facilities Provided by the Employer
- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in English Language

1.4 Notices

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

1.5. Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

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

2. Commencement, Completion, Modification and Termination of Contract

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

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract (Force Majeure) means and event which is beyond the reasonable control of a party and which makes a party's performance of its obligation 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 in so far 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.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) 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 Clause 2.6.1

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, immediately or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

(d) if the Employer, in its sole discretion, decide to terminate this Contract.

2.6.2. By the Service The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be

Provider given after the occurrence of any of the events specified in paragraphs (a).

- (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-two (42) days after receiving written notice from the Service Provider that such payments is overdue;

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1.6.2, 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), (e) of Clause 2.6.1. reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

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

3.3 Confidentiality The Service providers, their Subcontractors and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the service, this contract, or the Employer's business or operations without the prior written consent of the Employer.

3.5 Service Providers' Actions Requiring Employer's Prior Approval The service Providers shall obtain the Employer's Prior approval in writing before taking any of the following actions:

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

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

- 3.7 Documents Prepared by the Service providers To be the Property Of the Employer** All plans, drawings, Employer’s Requirements designs, reports, and other documents and software submitted by the Service providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the service providers shall not later than upon termination or expiration of this contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service provider shall pay liquidated damage to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidate 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 over payment of liquidated damages by the Service Provider by adjusting the next payments certificates. The Service Provider shall be paid interest on the over payments, calculated from the date of payment to the date of repayment, at the rate specified in close 6.5
- 3.9 Performance Security** The service provider shall provide the Performance Security to the Employer no later than the date specified in the letter of acceptance. The Performance Security shall be issued in an amount and from and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the Completion date of the Contract.

4. Service Provider’s personnel

- 4.1 Description of Personnel** The titles agreed job description, minimum qualifications, and estimated period of engagement in the carrying out of the Service of the Service providers Key Personnel are described in Appendix C. The Key Personnel and subcontractor 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.
 - (b) If the Employer finds that any of the Personnel have (i) committed Serious misconduct or have been charged with having committed a Criminal action or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds there of

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

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

5. Obligation of the Employer

5.1 Assistance and Exemptions

The Employer shall use his best efforts to ensure that the Government shall Provide the Service Provider such assistance and exemptions as Specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the applicable Law with respect to taxes and duties which increase or decrease 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 adjustment shall be made to the amount referred to in clauses 6.2 (a) or (b), as the case may be.

5.3 Service and Facilities

The Employer shall make available to the Service Provider the Service and Facilities listed under appendix F.

6. Payment to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract price and shall be affixed lump-sum including all subcontractors' costs, and all other costs incurred by the service providers in carrying out the service described In Appendix A. Except as provided in clause 5.2 the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.

6.2 Contract price

The Contract price is set forth in the contract data

6.3 Payments for Additional Service, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Service as may be agreed under clause 2.4, a breakdown of the lump-sum price provided in Appendices D

6.4 Terms and Conditions of Payments

Payment will be made to the Service provider and according to the payment schedule stated in the contract Data. Unless otherwise stated in, the correct Data, first payment 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 Contract Data. 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 Interest on Delayed Payments

If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in correction with this Contract or its interpretation.

8.2 Dispute Settlement

- 8.2.1 Any dispute arises between the Employer and the Service Provider in connection with , or arising out of , the Contract or the provisions of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with Sub Clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
- 8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under Sub Clause 8.2.3.
- 8.2.3 The Party desiring arbitration shall nominate three arbitrations out of which one to be selected by the other Party within 21 days of the receipt of such nomination. If the other Party does not select one to service as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No. 11 of 1995, or any other amendments thereof.

Contract Data

Number Amendments of, and Supplements to Clauses in the General Conditions
GC of Contract
Clause

1.1(e) The contract name is – Security Services, Trincomalee Campus of the Eastern University, Sri Lanka.

1.1(h) The Employer is The Vice-Chancellor, Eastern University, Sri Lanka.

1.1(m) The Member in Charge is :- (Rector, Trincomalee Campus of the Eastern University, Sri Lanka)

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

1.4 The addresses are :
Employer : The Vice-Chancellor
Attention : Senior Assistant Registrar/Assistant Registrar, General Administration.
Telephone: 026- 2222300
Fax : 026-2227410

Service Provider :
Attention :
Telex :
Facsimile :

1.6 The Authorized Representatives are :
For the Employer :
For the Service Provider :

2.1 The date on which this Contract shall come into effect is [date].
[Note : The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan / IDA Credit, receipt by Service Provider of advance payment and by Employer of Bank Guarantee (see Clause 6.4). etc.]

2.2.1. The starting Date for the commencement of services is [date]

2.3 The Intended Completion Date is [date].

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty (ies) is [insert percentage]

The Defects Liability Period is [insert definition of /end date].

5.1 [Note : List here any assistance or exemptions that the Employer may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”]

6.2 (a) The amount is [insert amount]. As per price schedule.

6.5 Payment shall be made within [28] days of receipt of the invoice and the relevant documents and within [56] days in the case of the final payment.

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Key Personnel

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of personnel to be assigned to, and staff months for each.

Appendix D – Services and Facilities provided by the Employer will be explained at the Pre-Bid meeting scheduled for 2.30 p.m. on 24.07.2017

Employer's Requirements and Drawings

Special Conditions to be fulfilled by the provider of Security Service are given below.

- 1) To ensure the protection of movable and immovable assets belonging to the Campus and its employees & Students and providing Security to its premises is the prime responsibility of the Security & Protection Services.
- 2) The Security Company is responsible for manning the existing guard rooms and all other points. Security Guards and Security Supervisors should be deployed at the main gates and other points in the Campus premises as given below.
 - a) To supervise the security at the main gates and other points the selected company should appoint a security officer in charge.
 - b) The Security firm should deploy employees on shift basis (2 shifts per day) and no personnel should work for more than 12 hours continuously.
 - c) Furthermore, an officer in executive grade attached to the Head Office of the firm should pay surprise visits day and night to the said premises.
 - d) All the security personnel should be over eighteen years and below sixty years of age with good physique. They should have national identity cards and official identity cards issued by the security firm containing their names and designations.
 - e) Security personnel should be in uniform displaying identity card while they are on duty.
 - f) Security personnel and the officers in charge should be provided with walki-talkies.
 - g) All the Security personnel should be fluent in Tamil and they should have a fair knowledge of English and/ or Sinhala.
 - h) Overall awareness of all the places including its Departments/ Branches of the Campus, especially the premises where they are deployed.
- 3) Constant visits should be paid during day and night by a higher ranking officers to supervise the Security personnel deployed at the guard rooms and other security points.
- 4) To check identity card of all the people who are entering the Campus premises and issue visiting cards to visitors. Furthermore, name and national identity card numbers including the purpose of the visit, time of arrival and departure of the all visitors should be entered in the Register, maintained at the guard rooms.
- 5) Check all vehicles, entering or leaving the premises of the Campus. No vehicle shall be allowed entry without a Campus vehicle pass. Arrival and departure of the vehicles should be entered in the register and vehicles should have a gate pass for materials, equipments, items if transported. Security personnel should take a full description of the items transported by the vehicles and check against the items mentioned in the gate pass. Any discrepancies should be reported.
- 6) Security personnel should adhere to the instructions given by the Rector, or officers authorized by the Rector while permitting entry to visitors and vehicles to the premises at special events of the Campus. Furthermore, security personnel should not allow anybody to take photographs, video clips of the Campus building or at any event of the university without permission of the Rector or an officer authorized by the Rector.
- 7) Security personnel should inform the **Marshal Office** if anybody except Campus staff stay in the premises after 9.00 p.m. and take necessary action to send them away from the Campus premises in accordance with the instructions of the Marshals.

- 8) All the door of the Campus buildings which need high security should be secured with additional padlocks by security personnel at 8.00 p.m. Employer also may request from time to time to under-take full responsibility of opening and closing doors of any identified buildings.
- 9) If any door left open after the Campus staff left, security personnel should inform the **Marshal Office and seal them in accordance with the Marshal's instructions in the presence** of them. Furthermore, Security Personnel should put a note on the log book and report to Senior Assistant Registrar or a responsible officer about the incident the following morning.
- 10) Security lights of the Campus should be switch on at 6.00 p.m. and should not be switch off until 6.00 a.m. the following morning.
- 11) Buildings and other facilities required for the security personnel are negotiable. Additional terms and conditions can be determined by mutual agreement.
- 12) If any damage is caused to the Campus property during the period of agreement, the value of the damage of the property and compensation should be charged from the security firm, if it was due to negligence or lapses on its part.
- 13) On request of the Campus, contractor should have the ability to deploy additional security personnel whenever necessary.
- 14) All the information of the security personnel and the supervisors including their names, address, certified copies of the national identity cards should be handed over to the Marshal Office. Information about the new security personnel also be provided as they are deployed.
- 15) The selected contractor should provide clearance from the National Intelligence Bureau of the Department of police for all the employees deployed within two weeks from the date of award.

Annex A Form: Bid Security (Bank Guarantee)

Whereas, [*name of Bidder*] (hereinafter called “the Bidder”) has submitted his Bid dated [*date*] for Providing Services for [*name of contract*] (hereinafter called “the Bid”).

Know all people by these present that We [*name of Agency*] having our registered office at [*address*] (hereinafter called “the Bank”) are bound unto name of Employer) (hereinafter called “the Employer”) in the sum of [*The Bidder should insert the amount of the Guarantee in words and Figures*] for which payment well and truly to be made to the said Employer, the Bank binds It self. Its successors, and assigns by these present.

Sealed with the common Seal of the said Bank this [*day*] day of [*month*], [*year*].

The condition of this obligation are:

- (1) If , after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the form of Bid: or

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required ; or

 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders; or

 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

We undertake to pay to the Employer up to the above amount upon receipt of his first written Demand, without the Employer’s having to substantiate his demand; provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions; specified the occurred condition or conditions.

This guarantee will remain in force up to and including the date [*Usually 28 days after the end of the validity period of the Bid.*] days after the deadline for submission of bids as such deadlines is stated in the instructions to Bidders or as it may be extended by the Employer, notices of which extension (s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, name and address]

Annex B form: Performance Bank Guarantee (unconditional)

To: *(name and address of employer)*

Whereas (name and address of Service Provider) (hereinafter called “ the Service Provide “) has undertaken, in pursuance of contract No. (number) dated (date) execute (name of contract and brief description of Service) (hereinafter called “the contract”).

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

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

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

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 Service 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 _____