

UVA WELLASSA UNIVERSITY

BIDDING DOCUMENT

**Provision of Security Service
for
Uva Wellassa University**

CONTRACT NUMBER

UWU/ GA / SEC/ 20/01

EMPLOYER:

Vice Chancellor,
Uva Wellassa University
Passara Road
Badulla

CONTENTS

INVITATION FOR BIDS

SECTION I – INSTRUCTIONS TO BIDDERS

SECTION II – BIDDING DATA

SECTION III – FORM OF BID, QUALIFICATION INFORMATION, LETTER OF
ACCEPTANCE AND FORM OF CONTRACT

SECTION IV – CONDITIONS OF CONTRACT

SECTION V – CONTRACT DATA

SECTION VI – EMPLOYER’S REQUIREMENTS

SECTION VII –ACTIVITY SHCHEDULE

SECTION VIII – FORMS OF SECURITIES AND FORM OF CONTRACT

INVITATION FOR BIDS

Provision of Security Service for Uva Wellassa University

Contract No. UWU/GA/SEC/20/01

1. The Chairman DPC on behalf of the Uva Wellassa University, invites sealed bids from eligible and qualified bidders for provision of Security Service for the University.
2. The Intended Service Period is 365 Days.
3. Bidding will be conducted through National Competitive Bidding.
4. Bidders who have License from the Ministry of Defense are eligible to bid for the provision of Security Service for the Uva Wellassa University.
5. Interested eligible bidders may obtain further information from Senior Assistant Registrar, General Administration, Uva Wellassa University– Tel 055- 2226470 and inspect the Bidding Documents at the address given below from 09.00 hrs. to 15.00 hrs at any working days.
6. A complete set of Bidding Documents may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a **non-refundable** fee of **Ten Thousand Rupees (Rs.10,000.00)** on working days from **29.06.2020 – 20.07.2020** between 9.00 – 14.00 hrs. The method of payment will be in cash to the University Shroff counter.
7. Bids must be delivered to the address below on or before 14.30 21.07.2020 Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address given below at 14.30 hrs on 21.07.2020

The addresses referred to above are:

For inspection of Bidding Documents, submission of application for Bidding Documents and Delivery of Bids

Senior Assistant Registrar,
General Administration Division,
Uva Wellassa University,
Passara Road,
Badulla

Section I

INSTRUCTIONS TO BIDDERS

A. General

- 1. Scope of Bid**
 - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Section VI – Employer’s Requirements. The name and identification number of the Contract is provided in the Bidding Data.
 - 1.2 The successful Bidder will be expected to provide the Services for the Contract Period given in the Bidding Data.
- 2. Qualification and Experience of the Bidder**
 - 2.1 All bidders shall provide properly filled and signed Form of Bid given in the Section III - Forms of Bid and Qualification Information.
 - 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III - Forms of Bid and Qualification Information
 - (a) List of Services performed for each of the recent 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) Qualification and experience of key staff proposed for the Contract; and the Bidders should also confirm to the statutory requirements where payments are made to its employees under the Wages Board Ordinance, EPF and ETF.
 - (f) 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, including visits the Sites of required Services, 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 in to a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- Content of Bidding Documents** 5.1 The set of bidding documents comprises the documents listed below:

Invitation for Bid

Section I Instructions to Bidders

Section II Bidding Data

Section III Form of Bid, Qualification Information, Letter of Acceptance and Form of Contract

Section IV Conditions of Contract

Section V Contract Data

Section VI Employer's Requirements

Section VII Activity Schedule

Section VIII Forms of Securities

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** 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as ORIGINAL and COPY.

- Bid**
- 8.2 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data; and
 - (b) bear the name and identification number of the Contract as defined in Bidding Data.
- 9. Bid Prices**
- 9.1 The Contract shall be for the Services, as described in the Section VI - Employer's Requirements, based on the priced Activity Schedule submitted by the Bidder. The method of calculation of the cost of salary should be given.
- 9.2 The Bidder shall submit the daily attendance of the Services per month, described in the in Section VI - Employer's Requirements, and listed in the Section VIII - Activity Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.
- 10. Currency of Bid and Payment**
- 10.1 All prices 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 Data.
- 11.2 In exceptional circumstances, the Employer may request that the bidders to Extend the period of validity of the bid 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 modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.
- 12. Bid Security**
- 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding

Data and valid till the date specified in the Bidding Data.

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

13. Format and Signing of Bid

- 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of 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

- The outer envelope prepared in accordance with sub-clause 8.2 shall:
- 14. Sealing and Marking of Bids**
- 14.1 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
- 14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 15. Deadline for Submission of Bids**
- 15.1 Bids shall be delivered to the Employer at the address specified in the Invitation for Bid 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 Bid**
- Any Bid received by the Employer after the deadline prescribed in Clause 15 will be rejected.

E. Bid Opening and Evaluation

- 17. Bid Opening**
- 17.1 The Employer will open the envelope marked, “**ORIGINAL**”, in the presence of Bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation for 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.

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, using the information provided in ORIGINAL, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); 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 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.

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**
- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 Before evaluating the ORIGINAL 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.
- The Employer evaluates the ORIGINAL Bid on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria.
- 20.3 During the evaluation of ORIGINAL Bid, the Employer will determine whether the Bidders are qualified and whether the service is substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors outlined in the Bidding Data.
- 21. Evaluation of Financial Qualifications**
- 21.1 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; and
 - d) Applying any discounts offered by the Bidder.
- 21.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. 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.

- 22. Correction of Errors**
- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:
- (a) 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;
 - (b) if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 22.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

- 23. Award Criteria**
- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and from the bidders who have offered the lowest evaluated Bid prices using the selection criteria given in Bidding Data.
- 24. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 25. Notification of Award and Signing of Agreement**
- 25.1 The Bidder who's Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (herein after 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 Conditions of Contract (herein after and in the Conditions of Contract called the "Contract Price").

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

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

**26. Performance
Security**

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

Section II

Bidding Data

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
(1.1)	The Employer is the Vice Chancellor, Uva Wellassa University.
	The name and identification number of the Contract is: Name: Provision of Security Service at the Uva Wellassa University Contract No.: UWU/GA/SEC/20/01
(1.2)	The Intended Contract Period is 365 Days from the Start Date
(2.2)	<p>The information required from bidders in Sub-Clause 2.2 is:</p> <p>(i) Following Details relevant to evaluate bidder's capacity</p> <ul style="list-style-type: none"> (a) List of Services in similar size and projects/ contracts performed for each of the last three 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) Lists of equipment to be utilized; (e) List of material to be used; (f) Reference letters from clients on bidder's past performance; (g) Letter from the Ministry of Defense to prove that the security firm has been provided with a License. (h) VAT registration certificate should be submitted, If the bidder has not registered for the collection of VAT a letter stating that the bidder has exempted for collection of VAT, from the Commissioner of the Department of Inland Revenue should be submitted with his Bid. Any bids which are not satisfying above will be rejected according to the Public Finance Circular No. 364(4) dated 27th August 2004. <p>(ii) Details relevant to evaluate the financial capacity of the bidder, audited accounts, turnover within recent last three years, banker's details etc.</p> <p>(iii) Document should be proved average annual turnover of 60% of total cost of this tender.</p> <p>(iv) Registrar of Companies (Registration of Samagam Madura)</p>

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
	(v) Details of Labor force (Jso/Lso) at least 75 should be produced with the tender.
	The address for clarifications is: Senior Assistant Registrar (General Administration), Uva Wellassa University, Passara Road, Badulla.
(11.1)	The period of Bid shall be valid up to (91 days from the date of closing of bids)
(12.1)	The amount of Bid Security shall be Rs. 480,000.00
	The Bid Security shall be valid up to (120 days from the date of closing of bids)
(14.2)	The Employer's address for the purpose of Bid submission is Chairman – Department Procurement Committee Uva Wellassa University, Passara Road, Badulla.
	For identification of the bid, the envelopes should indicate: Contract : Provision of Security service for Uva Wellassa University Bid / Contract Number: UWU/GA/SEC/20/01
(15.1)	The deadline for submission of bids shall be at 14.30 on 21.07.2020.
(17.1)	Bids will be opened soon after the closing time on 21.07.2020 at the following address. Board Room of the Administration Building, Uva Wellassa University, Passara Road, Badulla
(20.3)	Criteria for Evaluation of Qualification and Experience:
	<u>Experience in similar assignments: (Schedule A will be applied)</u> The determination will take into account the Bidder's involvement in the similar assignments in the recent past 3 years.
	<u>Key Staff with qualifications: (Schedule B will be applied)</u> The determination will take into account the bidder's proposed approach including the allocation of number of qualified security officers as mentioned in section VI in providing the services.

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
	<p><u>Client 's Reference: (Schedule C will be applied)</u></p> <p>The references made by previous clients about the quality of the Services provided by the bidder will be evaluated.</p>
	<p><u>Financial Capability: (Schedule D will be applied)</u></p> <p>All financial aspects including the annual Turnover and other financial information will be evaluated.</p>
	<p><u>Statutory Payment (Schedule F will be applied)</u></p> <p>The references of the staff members, payment of salary and payment of all statutory (EPF, ETF, as per Wages board etc) will be evaluated.</p>
(26.0)	<p>The Performance Security acceptable to the Employer shall be an unconditional, ondemand bank guarantee to an amount equal to 5% of the initial Contract Price.</p>

Section III

- 1. FORM OF BID**
- 2. QUALIFICATION INFORMATION**
- 3. LETTER OF ACCEPTANCE**
- 4. FORM OF CONTRACT**

Form of Bid

_____ [date]

To: Vice Chancellor,
Uva Wellassa University,
Passara Road,
Badulla.

Having examined the bidding documents, we offer to provide the Security Services for the Uva Wellassa University– Contract No. in accordance with the Conditions of Contract, Contract Data, Employer’s Requirements and Activity Schedule accompanying this Bid for the Contract Price of Rs. [amount in figures], (Rupees
.....) [amount in words] or any other sum derived in accordance with the said documents.

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Schedule B – Key Staff

Bidder should provide details of the allocated number of security guards per shift as given in the Activity Schedule.

1. Site Organization (Provide details of supervisory staff, their responsibilities, authorities, duties etc.)
2. Number of Security guards required per shift, their age, experiences in similar assignment etc.

Schedule D – Financial Capacity

Attach certified copies of following documents

1. Audited accounts for recent last three years
2. Details of bankers
3. Any other information relevant to verify the financial capacity of the bidder

Schedule E – Approval of the Ministry of Defense

1. Attach certified copies of License by the Ministry of Defense

Schedule F – Statutory Payment

The Employer will not bear any responsibility of Wages Boards Ordinance and Labor Acts.

1. Attached the Details of the Salary of the employees (It should include salary, other allowances, overtime payments and etc)
2. Attach copy of EPF Registration Certificate
3. Attach copies of Last six months EPF payment details.

Letter of Acceptance

[Letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

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

_____ [date]

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

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

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents for a period of 365 days from
[start date.]

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 the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rupees

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) Qualification Specification;
 - (e) Letter of Acceptance
 - (f) The Employer’s Requirements;
 - (g) The Priced Activity Schedule;

- 1. 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 Uva Wellassa University

[Authorized Representative]

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

[Authorized Representative]

Section IV

CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) "Contract Period" means the period the Services to be provided 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 maybe, 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 the Employer's Requirements and Activities Schedule 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 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.
- 2.2 Starting Date** The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as maybe specified in the Contract Data.
- 2.3 Contract Period** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall provide the Service up to the satisfaction of the Employer throughout the period as specified in the Contract Data under Contract Period.
- 2.4 Force Majeure**
- 2.4.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 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.

2.4.3 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall **not** be entitled to be paid for such period under the terms of this Contract, as well as to be reimbursed for additional costs incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5 Termination

2.5.1

By the Employer

The Employer may terminate this Contract, by not less than seven (07) 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 (e) of this Clause 2.5.1 and twenty eight (28) days' in the case of the event referred to in (f):

- (a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract , within seven (07) Days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider did not provide the Service completely for a period of 3 Days;
- (c) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

2.5.1

By the Employer

- (d) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract , within seven (07) Days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (e) if the Service Provider did not provide the Service completely for a period of 3 Days;
- (f) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (g) if the Service Provider become insolvent or bankrupt ;
- (h) 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 twenty eight (28) Days; or
- (i) if the Employer, in its sole discretion, decides to terminate this Contract.

If the Contract has been terminated by the Employer under any of one reason given under (a) to (d) above the Performance Security may be forfeited by the Employer.

2.5.2

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 Clause 2.5.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within sixty (60) 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 Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) if the Service Provider, in its sole discretion, decides to terminate this Contract.

If the Contract has been terminated by the Service Provider under reason (c) above the Performance Security may be forfeited by the Employer.

- 2.5.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, 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;

3. Obligations of the Service Provider

3.1 General

- (a) The Service Provider shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- (b) The Service Provider 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 third parties.
- (c) The Service Provider is not allowed for entering into subcontract for whole or any part of the Service.

3.2 Confidentiality

The Service Provider and his 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

3.3 Service Providers' 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) changing the Program of activities; and
 - (b) any other action that may be specified in the Contract Data.

3.4 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance and in an amount equal to the amount as given in Contract Data. The Performance Security shall be issued in an amount and form and by a bank approved by the Central Bank of Sri Lanka. The performance Security shall be valid until a date 28 days from the end of the Contract Period.

4. Service Provider's Personnel

4.1 Description of Personnel

The names, addresses, identity card numbers, job descriptions, Police Report of every personnel and estimated periods of engagement in the carrying out of the Services of the Service Provider's Personnel should be submitted to the Employer within seven (07) Days of signing the Agreement.

4.2 Removal and/or Replacement of Personnel

(a) In case of replacement of personnel or engaging new personnel the Service Provider should acknowledge the Employer with all relevant details given under clause 4.1 before replacement or engaging.

(b) If the Employer finds that any of the Personnel have

(c) (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.

(d) 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 Service Provider shall be provided assistance and exemptions as specified in the Contract Data if any.

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

6. Payments to the Service Provider

6.1 Monthly Remuneration The Service Provider's monthly remuneration shall not exceed the total amount per month as given in the Activity Schedule. 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 6.3.

6.2 Contract Price The Contract Price is set forth in the Contract Data.

6.3 Payment for Additional Services For the purpose of determining the remuneration due for additional Services, a breakdown should be agreed upon both Parties, based on Services in similar nature in the Activity Schedule.

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

6.5 Interest on Delayed Payments If the Employer has delayed payments beyond sixty (60) days after the submission of monthly statement by the Service Provider, 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.

- 7.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects at any time of the Service.
 - (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect as soon as possible.
 - (c) If the Service Provider has not corrected Defects, the Employer will assess the percentage of lack of performance at the monthly review meetings as describe under Section VI – Employer’s Requirements and the monthly remuneration shall be calculated accordingly.

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 connection with this Contract or its interpretation.
- 8.2 Dispute Settlement**
- (a) Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.1above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
 - (b) The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause (c) below.
 - (c) The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section V

CONTRACT DATA

Conditions of Contract Clause	Amendments or Supplements to, Clauses in the Conditions of Contract
1.1(e)	The contract name is Provision of Security Services for Uva Wellassa University
1.1(f)	The Employer is: Vice Chancellor, Uva Wellassa University
1.1(h)	The Service Provider is: <i>To be filled after selection</i>
1.4	The addresses are:
	Employer:
	Vice Chancellor,
	Uva Wellassa University
	Passara Road
	Badulla
	Service Provider: <i>To be filled after selection</i>
1.6	The Authorized Representatives are:
	For the Employer: Senior Assistant Registrar (General Administration)
	For the Service Provider: <i>To be filled after selection</i>
2.1	The date on which this Contract shall come into effect is <i>To be filled after selection</i>
2.2.1	The Starting Date for the commencement of Services is <i>To be filled after selection</i>
2.3	The Intended Completion Date is <i>To be filled after selection</i>
3.4	Performance Guarantee shall be five percent (05%) of the Initial Contract Price
4.1	The selected service provider should not recruit security officers of any of other service providers or contractors who are doing contracts in the Uva Wellassa University. If it was done by the service provider and due to that the other service provider's or contractor's work was affected, the Employer will act according to sub –clause 4.2 in removing of such security officers.
6.2	The Contract Price is Rupees <i>To be filled after selection</i>
6.4	Payments shall be made on monthly basis according to the quality of Service, Service Provider's performance and allocation of security guards as proposed by the Service Provider in the Activity Schedule.
6.5	The interest rate is the lending rate to the commercial banks by the Central Bank plus 1%.

Section VI

EMPLOYER'S REQUIREMENTS

A – Description of the Services

A.1 Scope of the work

The Service Provider should ensure the security of all buildings given in the table below.

1. Bidders should indicate the cost of the services as follows
 - (a) Amount charged for a OIC per shift of 12 hours.
 - (b) Amount charged for a security guard per shift of 12 hours.
2. The Vice chancellor/ Registrar will determined the additional security points and security personnel required above the approved number if and when necessary depending on the needs of the University.
3. All the staff engaged by the Bidder should be properly attired in Uniforms while on duty.
4. All the staff on duty should be provided with rain –coats, torches and other apparels when and where necessary by the Bidder.
5. The staff shall be provided with the Infrared Thermometer when and where necessary and trained to use the same by the Bidder for screening of COVID 19
6. All the staff must have general understanding of the COVID 19 Pandemic and should be adhere the regulations of the Government Insinuations
7. Names of all staff on duty on each day shall be given to the University authorities as authorized by the Vice Chancellor / the Registrar / CSO / SI.
8. It should be specifically noted that the University reserves the right to request the withdrawal of any person on duty without assigning reasons.
9. Only the persons with maturity, training and experience shall be employed for duty at the University.
10. The staff employed on duty shall comply with the instructions issued by the University authorities.
11. All the personnel on duty shall be supervised by a Senior Officer nominated by the University who shall liaise with the University Authorities.
12. The staff on duty should be well conversant with firefighting, first-aid and use of walkie-talkie communication equipment and other modern security equipment.
13. The staff engaged by the Bidder for duty in the University should report to the University authorities by the Vice Chancellor or the Registrar on any matter involved with the students.

14. The security services should be provided round the clock and required number of OIC /Guards should be employed for each shift. **The failure to do so will result in the deductions from monthly settlement of bills.** OIC should carry on visit to each security point by covering each shift.
15. Bidders should fill the monthly bill for performing every item given in the Activity Schedule.
16. Minimum number of security guards required given in the each Sub Section is given to justify the quantum of work to be done. Bidders should inspect the buildings and area where the service should be provided and according to his plans he can increase the number of security guards to be provided and it should be indicated against proposed number of security guards.
17. But bidders are **not allowed to decrease the number of security guards**. The increased number of security guards by the bidder or if not increased, the minimum requirement will be considered in calculating the Service Provider's payment.
18. If the bidder has not filled the proposed number of security guards in any Sub Section, it will be assumed that the bidder had agreed to utilize the minimum number of security guards.
19. All security guards should in **good health condition** and should be **between the ages of 25 years to 55 years with good language literacy**.
 - OIC- Experience in similar assignment, Ability to manage workforce etc.
 - JSO & LSO - Experience in similar assignment, **good language literacies**
20. If a particular security guard is found to be below 25 years or over 55 years or is not in good health condition, the Employer has the right to order to replace the particular security guards. The Employer's instruction in such situation is binding and the Service Provider should take immediate actions to replace him or her.
21. The Service Provider should take all the responsibilities to employee male or female security guards for male or female hostels respectively depending on the situation.
22. The Employer will not bear any responsibility for payments of EPF and ETF to Service Provider's security guards and the Service Provider should take all the responsibilities and actions to pay EPF and ETF according to laborer regulations.

Details given above are only approximations provided to get an initial idea about the service to be provided.

B.1 Performance evaluation

To evaluate the performance of the Service Provider for each month, a review meeting with the Service Provider or his authorized representatives and his supervisors will be held in the second week of subsequent month. These meetings are chaired by the Registrar and Chief Security Officer of the University.

Following criteria will be discussed at the meeting and the performance of the Service Provider shall be evaluated accordingly.

- (a) Quality of the Service
- (b) Number of security guards assigned for each section
- (c) Failures of Service

The main idea of the performance evaluation is not to down grade the service provided but to improve the service through discussions and matching with the Employer's requirements.

B.2 Schedule of payment

Payments will be made on monthly basis. Monthly bill should be submitted by the Service provider according to the **actual work done** based on above information within the first week of the subsequent month.

If the Service Provider does not receive 60% or more overall performance which is calculated based on actual payment against the monthly value in the Activity Schedule for total Contract, for consecutive three months, the Employer has the right to terminate the contract under the clause 2.5.1 of Conditions of Contract.

REQUIRED SECURITY POINTS

NO	LOCATION	DAY			NIGHT		TOTAL
		OIC	JSO	LSO	OIC	JSO	
01	OIC	02			02		04
02	ADMIN BLOCK			01		01	02
03	ADMIN VEHICLE PARK		01			01	02
04	A' BLOCK- BIO LAB LECTURE HALL		01			-	01
05	B' BLOCK - LECTURE MLT			01		01	02
06	COMPUTER LAB			01		-	01
07	C' BLOCK - LECTURE HALL			01		-	01
08	CHEMISTRY LAB			01		-	01
09	ANIMAL SCIENCE LAB						Visiting
10	D' BLOCK			01		01	02
11	E' BLOCK		01	02		02	05
12	F- WORK SHOP		01			01	02
13	G' BLOCK G/ROOM		02	01		02	05
14	G' BLOCK - CANTEEN		01			01	02
15	LIBRARY			02		01	03
16	MAIN CANTEEN			01		01	02
17	NEW CANTEEN		01			01	02
18	CORAL BEAUTY BOYS HOSTEL		01			01	02
19	SILVER TRIPS BOYS HOSTEL		01			01	02
20	CATILIYA GIRLS HOSTEL			01		01	02
21	BLUE SHAPIER GIRLS HOSTEL			01		01	02
22	MAIN GATE		03	02		02	07
23	CODL		01			01	02
24	VC BUNGALOW		01			01	02
25	STUDIO APARTMENT - UVA WELLASSA UNIVERSITY		01			01	02
26	SENATE BUILDING - UVA WELLASSA UNIVERSITY		01			01	02
27	FARM - UVA WELLASSA UNIVERSITY		01			01	02
28	GYMNASIUM / PAVILION		01			01	02
29	GUEST HOUSE					01	01
30	CATELYA B					01	01
	<u>OUTSIDE HOSTELS</u>						
31	NILWALA- A BOYS HOSTEL - 2 nd MILE POST					01	01
32	KNUCKLES - A BOYS					01	01
33	KNUCKLE - B BOYS					01	01
34	KNUCKLE - C, BOYS					01	01
35	RABUKPOTHA - A BOYS					01	01
36	RABUKPPOTHA -B, BOYS					01	01
37	RABUKPOTHA - C, BOYS					01	01

38	HANTANA HOSTEL - A GIRLS			01		01	02
39	HANTANA HOSTEL - B GIRLS			01		01	02
40	HANTANA HOSTEL - C GIRLS			01		01	02
41	HANTANA HOSTEL - D GIRLS			01		01	02
42	MAHAWALI - GIRLS HOSTEL			01		01	02
43	KALANI A/ B ,GIRLS HOSTEL			01		01	02
44	HANWELLA - GIRLS HOSTEL			01		01	02
45	SAMANALA - A, BOYS HOSTEL					01	01
46	SAMANALA-B, GIRLS HOSTEL			01		01	02
47	SAMANALA - C, GIRLS			01		01	02
48	SAMANALA - D, GIRLS			01		01	02
49	SAMANALA - E, GIRLS			01		01	02
50	KALUGALPITIYA - BOYS					01	01
51	GANGAADDARA - BOYS					01	01
52	GALAXY - A GIRLS			01		01	02
53	GALAXY -B, GIRLS			01		01	02
54	GALAXY -C, GIRLS			01		01	02
55	UDAWELA - A, BOYS					01	01
56	UDAWELA - B, BOYS					01	01
57	UDAWELA - C, GIRLS			01		01	02
58	KADELLA , GIRLS			01		01	02
59	JAYAGAMA, BOYS					01	01
60	BANDARAPURA A, BOYS					01	01
61	BANDARAPURA B, GIRLS			01		01	02
62	WALWWA -A GIRLS			01		01	02
63	WALWWA -B GIRLS			01		01	02
64	WALWWA -C GIRLS			01		01	02
65	WALWWA -D GIRLS			01		01	02
66	HINDAGODA , BOYS					01	01
	TOTAL	02	19	37	02	63	123

Section VII

ACTIVITY SCHEDULE

SUMMARY

Amount charged for an Officer In Charge per shift of 12 hours =

Amount charged for a security guard per shift of 12 hours =

Method of calculation of the salary should be given separately. (Basic salary / Overtime / Wages for public Holidays / Other allowance / Admin cost)

	Required shifts per day	Rate per 12 hour shift (without VAT)	Amount for One Year -without VAT (Rate× shift×365)
Officer In Charge (OIC)			Rs.
security guard (JSO/LSO)			Rs.

Total cost for One Year (12 Months) Carried to Form of Bid

(without VAT) =

NBT =

Value Added Tax (VAT) 15% =

Total with TAX =

VAT Registration Number:

Signature of the Bidder: _____

Name of the Bidder: _____

Address of the Bidder: _____

Date: _____

Section VIII
FORMS OF SECURITIES

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 presents 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 itself, its successors, and assigns by these presents.

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

The conditions 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 Instruction 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, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice 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

Seal

Witness

..... *[Signature, name, and address]*

Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contractor 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 30 days from the end of Contract Period as specified in the Contract Data.

Signature and seal of the Guarantor

Name of Bank

Address

.....

.....

Date