



## **BIDDING DOCUMENT**

### **SECURITY SERVICES 2024/2025**

**UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-  
TECHNOLOGY AND RURAL SCIENCES (UCIARS)**

**IARS/2024/01/10**

**UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-TECHNOLOGY AND  
RURAL SCIENCES  
WELIGATTA NEW TOWN  
HAMBANTOTA  
T.P. 047-2034208  
E.mail : [sab@uciars.cmb.ac.lk](mailto:sab@uciars.cmb.ac.lk)  
File No: IARS/AB/SUP/2024/01/10**

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2024/2025  
(IARS/2024/01/10)**

කොළඹ විශ්ව විද්‍යාලයීය කෘෂි තාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනයේ දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් ආයතනයේ ආරක්ෂක කටයුතු පවත්වාගෙන යාම සඳහා ආරක්ෂක අමාත්‍යාංශය යටතේ ලියාපදිංචි වී ඇති පිළිගත් ආරක්ෂක සේවා ආයතන වලින් **2024.02.26** වන දින ප.ව. 2.30 තෙක් මුද්‍රා තබන ලද මිල ගණන් කැඳවනු ලැබේ

ලංසු ලියවිලි ගාස්තුවකින් තොරව ආයතනයේ වෙබ් අඩවියෙන් (<https://uciars.cmb.ac.lk/>) **2024.02.05** වන දින සිට **2024.02.26** දක්වා බාගත කර ගත හැකිය. ලංසු ලියවිලි පිළිබඳව යම් පැහැදිලි කරවා ගැනීමක් අවශ්‍ය වේ නම් 0472034207/208/211 යන දුරකථන මාර්ග ඔස්සේ සහකාර මූල්‍යාධිකාරී / ජ්‍යෙෂ්ඨ සහකාර ලේඛකාධිකාරී ඇමතිය හැකිය.

පූර්ව ලංසු රැස්වීමක් **2024** පෙබරවාරි **15** වන දින පෙ.ව. **10.30** ට **Zoom** තාක්ෂණය (**online**) ඔස්සේ පැවැත්වීමට නියමිතය (පූර්ව ලංසු රැස්වීම සඳහා zoom සම්බන්ධතාවය ([link](#)) සහ පූර්ව ලංසු රැස්වීම් වාර්ථාව සහකාර මූල්‍යාධිකාරී වෙතින් විද්‍යුත් තැපෑල [sab@uciars.cmb.ac.lk](mailto:sab@uciars.cmb.ac.lk) ඔස්සේ ඉල්ලීමක් කිරීමෙන් ලබා ගත හැකිය).

කවරයේ වම්පස ඉහළ කෙලවරේ “ආරක්ෂක සේවාව සඳහා මිල ගණන් කැඳවීම 2024-2025.” යනුවෙන් සඳහන් කර මුද්‍රා තබන ලද ලංසු ලියවිලි, පිටපතක්ද සහිතව “සභාපති, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුව, කොළඹ විශ්ව විද්‍යාලයීය කෘෂි තාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනය, වැලිගත්ත නවනගරය, හම්බන්තොට” යන ලිපිනයට ලැබෙන සේ **2024** පෙබරවාරි මස **26** වන දින ප.ව.2.30 ට පෙර ලියාපදිංචි තැපෑලෙන් එවීමට හෝ ජ්‍යෙෂ්ඨ සහකාර ලේඛකාධිකාරී කාර්යාලයේ තබා ඇති ලංසු බහාලන පෙට්ටියට (Tender Box) බහාලීමට හැකිය. ප්‍රමාද වී ලැබෙන ලංසු ප්‍රතික්ෂේප කරනු ලැබේ. ලංසු සුරක්ෂණ වටිනාකම ලංසු ලියවිලිවල සඳහන් වේ. ලංසුකරුවන් හෝ ඔවුන් විසින් නම් කරනු ලබන නියෝජිතයන් ඉදිරියේ **2024** පෙබරවාරි මස **26** වන දින පස්වරු **2.30** ට වැලිගත්ත නවනගරය, හම්බන්තොට පිහිටි කොළඹ විශ්වවිද්‍යාලයීය කෘෂිතාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනයේ මාණ්ඩලික රැස්වීම් ශාලාවේ දී ලංසු විවෘත කිරීම සිදුකරනු ලැබේ

\* අවශ්‍ය යාවත්කාලීන තොරතුරු / වැඩිදුර තොරතුරු **UCIARS** වෙබ් අඩවිය (<https://uciars.cmb.ac.lk/>) හරහා ලබා ගත හැක.

සභාපති,  
දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුව,  
කොළඹ විශ්ව විද්‍යාලයීය කෘෂි තාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනය,  
වැලිගත්ත නවනගරය,  
හම්බන්තොට.  
31.01.2024



**UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-TECHNOLOGY AND RURAL SCIENCES**

**PROCUREMENT NOTICE**

**INVITATION FOR BIDS FOR SECURITY SERVICES  
2024/2025  
(IARS/2024/01/10)**

Sealed Bids for providing Security Services for the University of Colombo Institute for Agro - Technology and Rural Sciences, Weligatta, New Town, Hambantota will be entertained by the Chairman, Department Procurement Committee from reputed Security firms registered with the Ministry of Defense up to **2.30 p.m. on 26.02.2024**.

Bidding documents could be downloaded from institute web site <https://uciars.cmb.ac.lk/> free of charge from **05.02.2024 up to 26.02.2024**. If any clarification is needed on bidding documents, bidders may contact Assistant Bursar/ Senior Assistant Registrar via 0472034207/208/211.

A Pre-Bid meeting will be held on **15<sup>th</sup> February 2024** at **10.30 a.m.** via zoom technology. (Pre-bid meeting zoom link and the minutes could be obtained on request from Assistant Bursar via email [sab@uciars.cmb.ac.lk](mailto:sab@uciars.cmb.ac.lk)).

Sealed Bids in duplicate should be addressed to the **Chairman, Department Procurement Committee**, University of Colombo Institute for Agro-Technology and Rural Sciences, Weligatta New Town, Hambantota should be sent by registered post or deposited into the Tender Box at the Senior Assistant Registrar's office before **2.30 p.m. on 26<sup>th</sup> February 2024**. Amount of the bid security is given in the bid document. Envelope containing the bids should be marked "**Invitation for Bids Security Services 2024-2025**" on the top left hand corner. Late bids will be rejected. Bids will be opened in the presence of the bidder or bidders' representatives who choose to attend in person on **26<sup>th</sup> February 2024 at 2.30 p.m.** at the Board Room, University of Colombo Institute for Agro-Technology and Rural Sciences, Weligatta New Town, Hambantota.

\*Any Updates/further information can be obtained from UICARS Website. (<https://uciars.cmb.ac.lk/>).

Chairman,  
Department Procurement Committee,  
University of Colombo Institute for Agro-Technology and Rural Sciences  
Weligatta New Town  
Hambantota  
31.01.2024

**Invitation for Bids**  
**University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka**  
**Security Services 2024/2025**

1. **The Chairman, Department Procurement Committee (Major), University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka** on behalf of the **Director, University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka** invites sealed bids from eligible and qualified bidders for **Security Services, University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka**.
2. The intended Service Period is One Year with a Probation period of **three months**.
3. Bidding will be conducted through National Competitive Bidding (NCB).
4. All bidders shall have a valid business registration/ certificate of registration and annual license from the Ministry of Defense at the time of submission of the bid. Bid security and above two documents are compulsory at the bid opening.
5. Bidding documents could be downloaded from institute web site <https://uciars.cmb.ac.lk/> free of charge from **05.02.2024 up to 26.02.2024**.
6. Bids shall be valid up to **25.05.2024**.
7. Bid shall be accompanied by an unconditional on demand bid security of **Rs. 5,400.00** as specified in the bidding document. Bidder shall obtain the bid security/s from a commercial bank approved by the Central Bank of Sri Lanka (CBSL) valid up to **22.06.2024** in favor of Director of the University of Colombo Institute for Agro-technology and Rural Sciences, Weligatta New Town, Hambantota.
8. As an option bidder is allowed to have a cash deposit amount to Rs. 5,400.00 to Bank Account No. 007100120005006 (University of Colombo Institute for Agro Technology and Rural Sciences) – Peoples Bank Hambantota and submit the original receipt obtained from Finance Division – UCIARS along with the Original Bid.
9. Sealed Bids in duplicate must be delivered and reached to the address below on or before **2.30 p.m. on 26.02.2024**. 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 “**Invitation for bids Security Services 2024-2025**”. The name & address of the firm submitting the bid should appear in the cover.
10. **Late bids will not be accepted and bids not accompanying a valid Bid Security for the appropriate amount valid up to 22.06.2024, a copy of business registration, annual license from the Ministry of Defense, completed form of Bid, Section VII. Total Price schedule and yearly pricing breakdown table will be rejected.** Bids will be opened immediately after **2.30 p.m. on 26.02.2024** in the presence of the Bidders’ representatives who choose to attend in person at the address given below.

Chairman,  
Department Procurement Committee,  
University of Colombo Institute for Agro-Technology and Rural Sciences  
Weligatta New Town  
Hambantota  
31.01.2024

## Section I. Instructions to Bidders

### A. General

<b>1.</b>	<b>Scope of Bid</b>	<b>1.1</b>	The Chairman, Department Procurement Committee, University of Colombo invites sealed bids for <b>Security Services</b> . The name and identification number of the Contract is provided in the Bidding Data.
		<b>1.2</b>	The successful Bidder/s will be expected to perform the services until the intended completion date provided in the bidding data.
<b>2.</b>	<b>Qualification and Experience of the Bidder</b>	<b>2.1</b>	All bidders shall provide in Section III, Form of Bid and Qualification and Experience Information, a preliminary description of the proposed work, method and schedule including drawings and charts as necessary.
		<b>2.2</b>	As stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
		<i>(a)</i>	Experience in similar assignments: last three years (2021, 2022, 2023).
		<i>(b)</i>	Work plan and methodology
		<i>(c)</i>	The list of Staff of the projects for the last three years (2021, 2022, 2023) with NIC numbers along with the copies of EPF & ETF Statements Submitted by the Bidder will be evaluated.
		<i>(d)</i>	Adequacy of the equipment proposed by the Bidder will be evaluated. Proposed equipment should be supported to the proposed work plan.
		<i>(e)</i>	Client's Reference: last three years (2021, 2022, 2023).
		<i>(f)</i>	Financial Capacity: last three years (2021, 2022, 2023).
<b>3.</b>	<b>Cost of Bidding</b>	<b>3.1</b>	The Bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the client will in no case be responsible or liable for those costs.
<b>4.</b>	<b>Site Visit</b>	<b>4.1</b>	The Bidder, at the Bidder's own responsibility 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>4.2</b>	The Bidders shall visit the sites as stated in the bidding data and contact the Senior Assistant Registrar/Administration before visit the site.

## B. Bidding Documents

<p><b>5.</b></p> <p><b>Content of Bidding Documents</b></p>	<p><b>5.1</b></p>	<p>The set of bidding documents comprises the documents listed below.</p> <p style="text-align: center;">Volume I</p> <p style="text-align: center;">Instructions to Bidders</p> <p style="text-align: center;">Section IV                      Conditions of Contract</p> <p style="text-align: center;">Section VIII                      Forms of Securities</p> <p style="text-align: center;">Volume II</p> <p style="text-align: center;">Invitation for Bid</p> <p style="text-align: center;">Section II                      Bidding Data</p> <p style="text-align: center;">Section III                      Form of Bid &amp; Qualification Information</p> <p style="text-align: center;">Section V                      Contract Data</p> <p style="text-align: center;">Section VI                      Employer's Requirements</p> <p style="text-align: center;">Section VII                      Activity Schedule &amp; Total Price Schedule</p>
<p><b>6.</b></p> <p><b>Clarification of Bidding Documents</b></p>	<p><b>6.1</b></p>	<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing at the Client's address indicated in the invitation to bid.</p>

## C. Preparation of Bids

<p><b>7.</b></p> <p><b>Language of Bid</b></p>	<p><b>7.1</b></p>	<p>The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be written in English Language.</p>
<p><b>8.</b></p> <p><b>Documents Comprising</b></p>	<p><b>8.1</b></p>	<p>The Bidder shall submit the Bid in duplicate in a sealed envelope as marked</p> <p><b>"Bid for Security Services 2024-2025"</b></p>
	<p><b>8.2</b></p>	<p>The envelope shall include the originals of the following document.</p> <p>(i) The Original Bidding Document (Inclusive of rate and annual price),</p> <p>(ii) Bid Security, (Original)</p> <p>(iii) Duly filled 'A' schedules," Qualification an Experience Information,"</p> <p>(iv) Other information listed in Bidding Data: and,</p> <p>(v) Any other information, bidder may wish to include</p> <p>(vi) Activity Schedule</p>
	<p><b>8.3</b></p>	<p>The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:</p> <p>(a) be addressed to the Employer at the address provided in the Bidding Data;</p> <p>(b) bear the name and identification number of the Contract as defined in Bidding Data</p>

<b>9. Bid Prices</b>	<b>9.1</b>	The Contract shall be for the Services, as described in the Client's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
	<b>9.2</b>	The Bidder shall fill in rates and prices for all items of the Services described in the in Client'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 Client when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
	<b>9.3</b>	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.
<b>10.Currency of Bid and Payment</b>	<b>10.1</b>	The price quoted by the Bidder shall be in Sri Lanka Rupees
<b>11.Bid Validity</b>	<b>11.1</b>	Bids shall remain valid for 90 days as specified in the Bidding Data.
	<b>11.2</b>	In exceptional circumstances, the Client may request that the bidders extend the period of bid 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 (if submitted) for the period of the, and in compliance with Clause 12 in all respects.

<b>12. Bid Security</b>	<b>12.1</b>	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.
	<b>12.2</b>	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 Client.
	<b>12.3</b>	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
	<b>12.4</b>	The Bid Security of the successful Bidder will be discharged when the Bidder has Signed the Agreement and furnished the required performance Security.
	<b>12.5</b>	The Bid Security may be forfeited: <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;</li> <li>(b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or</li> <li>(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the Contract; or</li> <li>(ii) Furnish the required Performance Security.</li> </ul> </li> </ul>

<b>13.Format and Signing of Bid</b>	<b>13.1</b>	The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
	<b>13.2</b>	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.
	<b>13.3</b>	The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Client, 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**

<b>14. Sealing and Marking of Bids</b>	<b>14.1</b>	The outer envelope prepared in accordance with sub-clause 8.1 shall:  (a) be addressed to the Chairman, Department Procurement Committee at the address provided in the Bidding Data;  (b) bear the name 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.
	<b>14.2</b>	In addition to the identification required in Sub-Clause 14.1, the envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
	<b>14.3</b>	If the envelope is not sealed and marked as above , the Client will assume no responsibility for the misplacement or premature opening of the Bid.
<b>15. Deadline for Submission of Bids</b>	<b>15.1</b>	Bids shall be delivered to the Client at the address specified above no later than the time and date specified in the Bidding Data.
	<b>15.2</b>	Client 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.
<b>16. Late Bids</b>	<b>16.1</b>	Any Bid received by the Client after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

#### **E. Bid Opening and Evaluation**

<b>17. Bid Opening</b>	<b>17.1</b>	The Client will open the envelope in the presence of Bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. The Bidders' Representatives who are present shall confirm their attendance by signing the attendance sheet.
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	<b>17.2</b>	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 Client may consider appropriate, will be announced by the Client at the opening.
<b>18. Clarification of Bids</b>	<b>18.1</b>	To assist in the examination, evaluation and comparison of bids, the Client may, at the Client'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 Client may require. The request for clarification and the response shall be 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 Client in the evaluation of the bids in accordance with Clause 22.
<b>19. Examination of Bids and Determination of Responsiveness</b>	<b>19.1</b>	Prior to the detailed evaluation of bids, using the information provided, the Client will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents.
	<b>19.2</b>	A substantially responsive Bid is one which conforms to all the terms, conditions and Client'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 Client'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.
	<b>19.3</b>	If a Bid is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
<b>20. Evaluation of Qualification and Experience and Financial Bid</b>	<b>20.1</b>	The Client will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
	<b>20.2</b>	The Client may or may not adopt the evaluation criteria and point system specified in the document.
	<b>20.3</b>	The Client will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
	<b>20.4</b>	In evaluating the Bid, the Client will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows; (a) correcting the arithmetical errors in-pursuant to Clause 22, (b) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers. (c) Applying any discounts offered by the Bidder.
	<b>20.5</b>	The Client 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.

<b>21. Correction of Errors</b>	<b>21.1</b>	Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. Arithmetical errors will be rectified by the Client 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.
	<b>21.2</b>	The amount stated in the Bid will be adjusted by the Client 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

<b>22. Award Criteria</b>	<b>22.1</b>	Subject to Clause 24, the Client 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.
<b>23. Client's Right to Accept any Bid and to Reject any or All Bids</b>	<b>23.1</b>	Notwithstanding Clause 23, the Client 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 Client's action.
<b>24. Notification of Award and Signing of Agreement</b>	<b>24.1</b>	The Bidder whose Bid has been accepted will be notified in writing, of the award by the Client 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 Client 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").
	<b>24.2</b>	The notification of award will constitute the formation of the contract.
	<b>24.3</b>	The Contract, in the form provide in the bidding documents, will Incorporate all agreements between the Client and the successful Bidder.
<b>25. Performance Security</b>	<b>25.1</b>	If requested in the Bidding Data, within 14 days after receipt of the letter of Acceptance, the successful Bidder shall deliver to the Client a performance Security in the amount of 5% of the total Contract sum of and in the form (Unconditional on demand 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 condition of contract section IV. Performance security should be initially for 400 days valid from the date of acceptance and subjected to be extended another 365 days in case of extension of contract.

## Section II- Bidding Data

### Instructions to Bidders Clause Reference

**(1.1)** The Client is the Director, University of Colombo Institute for Agro-Technology and Rural Sciences, Weligatta New Town Hambantota.

Name of the Contract: - **Security Services 2024-2025**

Identification Number of the Contract: **IARS/2024/01/10**

**(1.2)** The Intended Completion date is - One year from the date of acceptance subject to an initial three months period of probation.

**(1.2)** (a) The source of funding is GOSL (generated income).

**(2.2)** The information required from Bidders in Sub –Clause 2.2 is:

- a) Experience in similar assignments: last three years (2021, 2022, 2023).
- b) Work plan and methodology
- c) The list of Staff of the projects for the last three years (2021, 2022, 2023) with NIC numbers along with the copies of EPF & ETF Statements Submitted by the Bidder will be evaluated.
- d) Adequacy of the equipment proposed by the Bidder will be evaluated. Proposed equipment should be supported to the proposed work plan.
- e) Client's Reference: last three years (2021, 2022, 2023).
- f) Financial Capacity: last three years (2021, 2022, 2023).
- g) Any other information if listed in the Bidding Data. Details of VAT Registration – 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 the Bid. Any Bid which is not satisfying the above will be rejected.

**(11.1)** The period of Bid validity shall be - 90 days from the bid opening date.

**(12.1)** The amount of Bid Security shall be – Rs. 5,400.00

The Bid Security shall be valid until - 22<sup>th</sup> June 2024

**Bid Security should be addressed to** - Director, University of Colombo Institute for Agro-Technology and Rural Sciences, Weligatta New Town, Hambantota.

**(14.2)** The Client's address for the purpose of Bid submission is the Chairman, Department Procurement Committee, University of Colombo Institute for Agro-Technology and Rural Sciences, Weligatta New Town, Hambantota

For identification of the bid the envelopes should indicate:

Contract: **Security Services 2024/2025**

Bid / Contract Number: IARS/2024/01/10

For clarification of bid purposes only The Client's address is:

Attention : Director/UCIARS  
Address : University of Colombo Institute for Agro-Technology and  
Rural Sciences, Weligatta New Town, Hambantota.  
Telephone : 047-2034207/208/211  
Fax : 047-2034261

**(15.1)** The deadline for submission of bids shall be **2.30 p.m. on 26<sup>th</sup> February 2024.**

**(17.1)** Bids will be opened immediately after the closing of bids 2.30 p.m. **on 26<sup>th</sup> February 2024** at the **Board Room**, University of Colombo Institute for Agro-technology and Rural Sciences, Weligatta New Town, Hambantota. The bidder or his authorized representative may attend the bid opening.

**(25.1)** The performance Security acceptable to the University of Colombo Institute for Agro-Technology and Rural Sciences shall be an unconditional and on demand form of guarantee to an amount 5% of the contract price.

**(20.2) Criteria for Evaluation of Qualification and Experience:**

	<b>Criteria</b>	<b>Maximum Points</b>	<b>Minimum Required Points</b>
<b>a</b>	Experience in similar assignments	<b>40</b>	<b>28</b>
<b>b</b>	Work plan and Methodology	<b>20</b>	<b>14</b>
<b>c</b>	Staff	<b>10</b>	<b>7</b>
<b>d</b>	Equipment	<b>10</b>	<b>7</b>
<b>e</b>	Client Reference (performance of the last 3 years)	<b>10</b>	<b>8</b>
<b>f</b>	Financial Capability	<b>10</b>	<b>6</b>
	<b>Total</b>	<b>100</b>	<b>70</b>

❖ *It's compulsory to meet the minimum requirement from each criterion in order to qualify.*

**(a) Experience in similar assignments:**

The determination will take into account the Bidder's involvement in the similar assignments including the University system in the last three years (2021, 2022, 2023). *(relevant documents should be attached as evidence)*

**(b) 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. Please consider approach to be taken with regard to

1. Ensuring the security of humans,
2. Traffic movement,
3. Parking arrangement,
4. Assets management,
5. Action to be taken in case of theft,
6. Handling of emergency situation,
7. Hazards
8. Other

**(c) Staff:**

The list of Staff of the projects for the last one year (2023/ to the Present) with NIC numbers should be provided and payments done for EPF & ETF will be evaluated for granting marks by labor commissioner

***OIC- preferably experience in armed forces and should have good communication skills***

Any disputes or payment defaults are noted and non compliance regarding EPF & ETF payment may result in a reduction of marks or rejection as per labor commissioner's guidelines.

Requested number of employees should be supported with the ETF and EPF payments at least for past 06 months.

**(d) Equipment:**

Adequacy of the equipment proposed by the Bidder will be evaluated. Proposed equipment should be supported to the proposed work plan. Refer Schedule "D".

***(proposed list of equipment for this project should be submitted)***

**(e) Client's Reference:**

The references made by previous clients for the last three years (2021, 2022, 2023) about the quality of the service provided by the bidder will be evaluated (***Service appreciation letters must be attached as an evidence to eligible for marks***).

**(f) Financial Capacity:**

Certified copies of the audited financial statements for (2021, 2022, 2023) and the letter of credit facility from any bank of Sri Lanka which is registered under the central bank of Sri Lanka should be submitted for evaluation purpose. All financial aspects and other financial information during the last 3 years (2021, 2022, 2023) will be evaluated.

❖ Bidder should ensure to pay minimum or above wage for 12 hours shift for a security guard which is approved by the wages board.

**Section III**

**Form of Bid, Qualification Information, Letter of Acceptance, Work Plan and Methodology and Form of Contract**

**Form of Bid**

[date]  
To : Chairman, Department Procurement Committee  
University of Colombo Institute for Agro-Technology and Rural Sciences  
Weligatta New town, Hambantota

Having examined the bidding documents, we offer to provide Security & Protection Service in accordance with the Conditions of Contract, Client’s Requirements, drawings and activity schedule accompanying this Bid for the annual Contract Price of Rs.....[amount in numbers]..... in [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 :- .....

## 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

(2021, 2022, 2023)

(Qualification and Experience Information)

Name of the Employer	Public	Private	Service provided Period (from - to)	No of years	Nature of Work	Contract Amount per year (Rs.)	Date of Award

**Include only the relevant form as selected under Clause 20.2 of Bidding Data.**

Submitted by : .....

Bidder's name and signature

Designation : .....

**Schedule B – Work Plan and Methodology**

(If requested under ITB clause 20.2 of the section II)

(Qualification and Experience Information)

Sheet 1 of .....

***Should respond to all the requirements  
given in the Employer's Requirements  
(Section VI)***

<b>Schedule C – Staff</b> (If requested under ITB clause 20.2 of the section II) (Qualification and Experience Information)		
(Please attach separate sheet)		
Name	NIC No.	EPF No.

<b>Schedule D – Equipment</b> (If requested under ITB clause 20.2 of the section II) (Qualification and Experience Information)						
(Please attach separate sheet if space provided is not sufficient)						
Name of the Machine/Equipment	Required amount	Model	Year of purchase	Capacity	Own	Rent
Hand metal detectors	2					
Vehicle checking mirrors	1					
Walkie talkies	12					
Emergency lights	4					
Heavy duty torch lights	5					
Motorcycles	2					
Air guns	2					
IR Non-contact Thermometer	4					
Others if any (Walk through metal detectors etc)						



**Schedule F1 – Financial Documents for Eligibility**

**1) Summary of the applicant company assets and liabilities on the basis of the attached income tax return and audited financial statements for the immediately preceding two years and a certified copy of schedule of fixed assets**

	Year.....	Year .....
<b>1.Total Assets</b>		
<b>2.Current Assets</b>		
<b>3.Total liabilities</b>		
<b>4.Current liabilities</b>		
<b>5.Net worth (1-3)</b>		
<b>6. Net working capital (2-4)</b>		

**2) Commitment from a licensed commercial bank to extend to its credit line if the contract is awarded**

Name of the Bank: .....

Credit Facility Amount: .....

**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 standard form of letter of acceptance should be filled in and sent to the successful bidder only after evaluation of bids has been completed.

[date]

To: [name and address of the Service provider]

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

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance 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 “Client”) and on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

### WHEREAS

(a) The Client 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 Client 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 Client’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 Client

2. The mutual rights and obligations of the Client 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 Client 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 Client]

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[Authorized Representative]

For and on behalf of [name of Service Provider]

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[Authorized Representative]

## Section IV. Conditions of Contract

### 1. General Provisions

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(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;</p> <p>(b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Client</p> <p>(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;</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;</p> <p>(e) “Client” means the party who employs the Service Provider</p> <p>(f) “Party” means the Client or the Service Provider, as the case may be , and “ Parties” means both of them;</p> <p>(g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;</p> <p>(h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Client;</p> <p>(i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Client</p> <p>(j) “Client’s Requirements” means the Client’s Requirements of the Service included in the bidding document submitted by the Service Provider to the Client</p> <p>(k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Client’s Requirements and Schedule of Activities included in the Service Provider’s Bid.</p>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
<b>1.3 Language</b>	This Contract has been executed in English Language.

<b>1.4. Notices</b>	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.
<b>1.5. Location</b>	The Service shall be performed at such locations as are specified in Appendix A, in the Client's Requirements and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
<b>1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Client 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

<b>2.1 Effectiveness of Contract</b>	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.
<b>2.2 Starting Date</b>	The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date a may be specified in the Contract Data.
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant Clause 2.6, the Service Provider shall complete the activities by the intended a completion date as is specified in the Contract Data. If the Service Provider does not complete the activities by the intended completion date, it shall be liable to pay liquidated damage as per sub-Clause 3.8. In this case, the completion date will be the date of completion of all activities.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	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.
<b>2.5.2 No Breach of Contract</b>	The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be 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.

<b>2.5.3 Extension of Time</b>	Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
<b>2.5.4. Payments</b>	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
<b>2.6 Termination</b>	
<b>2.6.1 By the Client</b>	<p>The Client 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 (e) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (f):</p> <p>(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) if the Service Provider become insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the services for a period of not less than sixty (60) days; or</p> <p>(d) If the service provider does not maintain a Performance security in accordance with Clause 3.9;</p> <p>(e) If the service provider has delayed the completion of the services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with sub clause 3.8.1 and the Contract data;</p> <p>(f) if the Client, in its sole discretion, decides to terminate this Contract.</p>
<b>2.6.2. By the Service Provider</b>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2 :</p> <p>(a) if the Client 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; or</p> <p>(b) if, as the result of Force majeure, the Service Providers are unable to perform a material portion of the Service for a period of not less than fifty six (56) days.</p>

<p><b>2.6.3 Payment upon termination</b></p>	<p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service provider.</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.</p> <p>(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.</p>
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### 3. Obligations of the Service Provider

<p><b>3.1 General</b></p>	<p>The Service Providers shall perform the services in accordance with the Client’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 Client and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Subcontractors or third parties.</p>
<p><b>3.3 Confidentiality</b></p>	<p>The Service providers, their Subcontractors and the Personnel of either of them shall not disclose either during the term or within two (2) years after the expiration of this, any proprietary or confidential information relating to the project the service, this contract, or the Client.</p>
<p><b>3.5 Service Providers’ Actions Requiring Clint’s prior Approval</b></p>	<p>The service Providers shall obtain the Client’s Prior approval in writing before taking any of the following actions</p> <p>(a) Entering into a subcontract for the performance of any part of the Service</p> <p>(b) Appointing such member of the Personal not listed by name in Appendix C (“Key Personal and Subcontractors”).</p> <p>(c) Changing the Program of activities; and</p> <p>(d) Any other action that may be specified in the Contract Data.</p>
<p><b>3.6 Reporting Obligations</b></p>	<p>The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the form in the numbers, and within the periods set forth in the said Appendix.</p>
<p><b>3.7 Documents Prepared by the Service providers to be the Property of the Client</b></p>	<p>All plans, drawings, Client’ Requirements designs, and other documents and software submitted by the Service providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the service providers shall not later than upon termination or expiration of this contract, deliver all such document and software to the Client, 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.</p>
<p><b>3.8 Liquidated Damages</b></p>	

<b>3.8.1 Payments of Liquidated Damages</b>	The Service provider shall pay liquidated damage to the Client 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.
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<b>3.8.2 Correction for over Payment</b>	If the intended completion date is extended after liquidated damages have been paid, the Client shall Correct any over payment of liquidated damages by the Servicers Provider by adjusting the next payments certificates. The Service Provider shall be paid interest on the over payments, calculated From the dated of the payments to the date of repayments, at the rate specified in close 6.5
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<b>3.9 Performance Bond</b>	The service provider shall provide the performance Bond to the Client no later than the date specified in the letter of acceptance the Performance Bond shall be issued to a sum of 5% of the total Contract sum and from and by a bank acceptable to the Client. Performance security should be initially for 400 days valid from the date of acceptance and subjected to be extended another 365 days in case of extension of contract.
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**Service Provider’s personnel**

<b>4.1 Description of Personnel</b>	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 Personal and subcontractor listed by title well as by name in Appendix C hereby approved by the Client.
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<b>4.2 Removal and/or Replacement of Personnel</b>	<p>(a) Except as the Client may otherwise agree, no changes shall be made in the key Personal. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personal, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Client finds that any of the Personal 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 Personal, then the Service Provider shall, at the Client’s written request specifying the grounds there of provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Service Provider shall have no claim for additional cost arising out of or incidental to any removal and /or replacement of personal.</p>
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## 5. Obligation of the Client

<b>5.1 Assistance and Exemptions</b>	The Client shall use his best efforts to ensure that the Government shall Provide the Service Provider such assistance and exemptions as Specified in the SCC.
<b>5.2 Change in the Applicable Law</b>	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 Services rendered by 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
<b>5.3 Service and Facilities</b>	The Client shall make available to the Service Provider the Service and Facilities listed under appendix F.

## 6. Payment to the Service Provider

<b>6.1 Lump-Sum Remuneration</b>	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.	
<b>6.2 Contract price</b>	The Contract price is the price to be paid per annum for the performance of Services.	
<b>6.3 Payments for Additional Service ,and Performance Incentive Compensation</b>	<b>6.3.1</b>	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.
<b>6.4 Terms and Conditions of Payments</b>	Payment will be made to the Service provider and according to the 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 submitted an invoice to the Client specifying the amount due.	
<b>6.5</b>	Payments of the Contract fee shall be made within twenty-eight from the date of receipt of the bill of the previous month.	

## 7. Quality Control

<b>7.1 Identifying</b>	The Client shall check the Service Provider’s performance and notify him of Defects any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities.
<b>7.2 Correction of and Performance Penalty</b>	<p>a) The Client shall give notice to the Service Provider of any Defects before <b>Defects, and</b> the end of the Contract. The Defects liability period shall be extended for as <b>Lack of</b> long as Defects remain to be corrected.</p> <p>b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Client’s notice.</p> <p>c) If the Service Provider has not corrected a Defect within the time specified in the Client’s notice, the Client 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.</p>

## 8. Settlement of Disputes

<b>8.1 Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in correction with this Contract or its interpretation	
<b>8.2 Dispute Settlement</b>	<b>8.2.1</b>	Any dispute arises between the Client 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.
	<b>8.2.2</b>	The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under Sub Clause 8.2.3.
	<b>8.2.3</b>	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.

## Section V. Contract Data

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

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1.1 (e) The contract name is – **Security Services 2024/2025**, University of Colombo Institute for Agro-technology and Rural Sciences

1.1 (h) The Client is The Director, University of Colombo Institute for Agro-technology and Rural Sciences.

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

1.4 The addresses are :

Client : The Director

Attention : Assistant Bursar, Finance Branch.

Telephone : 0472034207/208/211

Fax : 0472034261

Service Provider :

Attention :

Tel : .....

Fax : .....

1.6 The Authorized Representative is:

For the Client: Director/UCIARS.

The Authorized Representative is:

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 Client of Bank Guarantee (see Clause 6.4). etc.]

2.2.1. The starting Date for the commencement of services is [Date] : to be informed

2.3 The Intended Completion Date is [Date] : to be informed

3.8 The liquidated damages rate is [insert percentage of Contract price. Usually *liquidated damages are set between 0.05 percent and 0.10 percent per day*] per day.

The maximum amount of liquidated damages for the whole contract is [insert percentage of Contract price. Usually the total amount is not to exceed between 05 percent to 10 percent of the Contract Price] percent of the final Contract Price.

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 Client 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 to be provided by the Client will be explained at the Pre Bid meeting scheduled for 15<sup>th</sup> February, 2024 at 10.30 a.m., via zoom technology** (Pre-bid meeting link and the minutes could be obtained on request from Assistant Bursar via email [sab@uciars.cmb.ac.lk](mailto:sab@uciars.cmb.ac.lk)).

## Section VI. Employer's Requirements

### i. Special Conditions to be fulfilled by the provider of Security Services.

01. To ensure the protection of movable and immovable assets belonging to the Institute and its employees & Students and providing Security & Protection to its premises is the prime responsibility of the Security Services.

02. The Security Company is responsible for manning the existing guard rooms and all other points. Security Guards and Security Supervisor (OIC) should be deployed at the main gates and other points in the institute 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 **at least once a month and give a confidential report to the Director.**

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 officer in charge should be provided with walkie-talkies.

g) All the Security personnel should be fluent in speaking and writing in Sinhala and a fair knowledge of English and/ or Tamil.

h) Overall awareness of all the places including its Departments/ Branches/Farm/hostel of the institute, especially the premises where they are deployed.

03. Constant visits should be paid during day and night by officer in-charge to supervise the Security personnel deployed at the guard rooms and other security points.

04. No Visitors shall be permitted entry to the premises of the institute except on special circumstances or on special permission granted by the Director or officers authorized by the Director.

05. To check identity card of all the visitors who are entering the institute 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.

06. Check all vehicles, entering or leaving the premises of the institute. No vehicle shall be allowed entry without an institute vehicle pass. Arrival and departure of the vehicles should be entered in the register and vehicles should have a gate pass for materials, equipment's, items if transport. Security personnel should take a full description of the items transport by the vehicles and check against the items mentioned in the gate pass. Any discrepancies should be reported.

07. Security personnel should adhere to the instructions given by the Director or officers authorized by the Director while permitting entry to visitors and vehicles to the premises at special events of the institute. Furthermore, security personnel should not allow anybody to take photographs, video clips of the institute building or at any event of the institute without permission of the Director or an officer authorized by the Director.

08. All the doors of the institute 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.

09. If any door left open after the institute staff left, security personnel should inform the Senior Assistant Registrar Office and seal them in accordance with the Senior Assistant Registrar's instructions. 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 institute should be switched on at 6.00 p.m. and should be switched off at 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 institute 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 their part.

13. If any damage/loss of farm animals/crops/farm products by wild animals or other means (theft), 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 their part.

14. On request of the institute, security firm should have the ability to deploy additional security personnel whenever necessary.

15. All the information of the security personnel and the supervisor (OIC) including their names, address, certified copies of the national identity cards should be handed over to the Senior Assistant Registrar Office. Information about the new security personnel also to be provided as they are deployed.

16. 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.

**17. You must ensure that the proper payment of allowances under the Wages Board Ordinance, Employees Provident Fund Act, Employees Trust Fund Act, Maternity Benefits Ordinance, Gratuities Act, Budgetary Relief Allowance Act and Labor Compensation Ordinance.**

**18. Institute (Client) will not be liable for any injury/damage or dismemberment or the death of any employee or employees of the service provider in the course of employment and that it will not undertake to meet and pay any compensation which may be claimed by any of the employees of the service provider in the event of any such employee or employees sustaining any injury/damage or dismemberment or the death of any employee or employees in the course of employment.**

19. **The service provider shall be responsible for any damage caused to the Institute property and any theft etc. by his employees.**

20. Coverup should be arranged for absenteeism. OIC, JSO and LSO officers should be reported according to our activity schedule.

21. Officer in Charge (OIC) Participation is required to oversee and verify the cash deposit process daily in the evening into the safe and sign the safe register book verifying the proper execution of the cash deposit acknowledging that the deposit was successfully completed.

22. Selected Security service providers should have the responsibility to issue keys for the students in the hostel at the main gate by keeping proper records of handing over in a register in compliance with the instructions of the sub-warden of the hostel.

23. ***OIC- preferably experience in armed forces and should have good communication skills***

## **ii. Provisions from Contract agreement**

1. Subject to the provisions in this agreement contained the party of the first part doth hereby engage the services of the party of the second part and the party of the second part doth hereby bind itself and undertake and agree during the continuance of this agreement to guard, protect, prevent loss and otherwise secure the property and premises and to protect cash and vaults and safes, all other movables and immovable property, fixtures, fittings, effects and things lying in and upon the aforesaid premises belonging to the party of the first part identified as (a) the main Institute premises (10 acres land) consisting Main gate No.1, Hostel and related area and (b) Farm land with old hostel area (40 acres land) and any other property and premises that the party of the first part may for the time being and from time to time become seized and possessed of or acquire or be interested in as owner, mortgagee or lessee or otherwise howsoever against theft, pilferage, burglary, arson, damage (malicious or otherwise) whether by employees of the party of the first part or any other person or persons whomsoever and make available security arrangements to the offices of the party of the first part.

2. The party of the first part shall increase or reduce the number of personnel to be deployed from time to time according to the needs of the party of the first part. Provided however that the quantum of such fee may from time to time with the mutual consent of the parties here to be varied during the continuance of this agreement without, in any manner affecting the other terms, conditions and stipulations herein contained provided further that in case of loss or damage shall have occurred to the said property and premises which the party of the second part has been engaged to guard, protect, prevent loss and otherwise protect the party of the first part shall without prejudice to any right of action or remedy of the party of the first part in respect of any antecedent breach of any of the covenants herein contained be entitled to deduct or retain in the hands of the party of the first part from any amount due to the party of the second part under the provisions of this agreement sum or sums of money and apply the same against the amounts of any loss or damage sustained or cost of expense incurred by the party of the first part provided only if after an investigation by the party of the first part such loss or damage sustained by the party of the first part has been found to be due to neglect of duty or any other cause on the part of the party of the second part.

3. The party of the second part shall for the performance of the services under the agreement in an efficient and workmanlike manner with due care, diligence and dispatch to

the entire satisfaction in all respects of the party of the first part, at its own cost and expense engage and employ an adequate number of security guards and security supervisors and provide all necessary vehicles, gear and tackle.

a. The Security personnel shall be deployed as shown in the schedules. The Security personnel will work in two shifts per twenty-four hours inclusive of standby duties. An officer in executive grade attached to the Head Office of the firm should pay surprise visits day and night to the said premises **at least once a month and give a confidential report to the Director** of the second part who shall ensure that its personnel are on the alert and performing their duties diligently, efficiently & effectively to the satisfaction of the party of the first part. An officer in executive grade shall be contactable any time during and after office hours by the party of the first part.

b. During the hours of duty, all Security personnel shall be required to carry out and adhere to their duties as contained in this agreement and / or in the written standing orders made known to them from time to time and any other orders conveyed to them by the party of the first part.

c. The Security personnel shall secure the security points, patrol the premises both day and night, conduct security checks within the premises specially during working hours, check vehicles, personnel, goods entering or leaving the premises, inspect fire fighting equipment and help maintain such equipment in good order, maintain registers of vehicles and persons entering or leaving the premises, maintain all registers connected with security punch tell tale clocks and seal all important doors leading to the building after working hours if required to do so and will on the following morning in the immediate presence of one or more authorized officers of the party of the first part break the seals and have the doors opened and also inquire into complaints whenever required to do so by the party of the first part and forward report of all facts and findings to the party of the first part and keep under surveillance any individual or individuals whenever required so to do by the party of the first part, keep the management informed in advance of any contemplated strike action, boycott, work-to-rule, go-slow and industrial action by the students or employees of the party of the first part and shall also assist the party of the first part with background reports of personnel employed by the party of the first part and work in close liaison with the police and security forces in all matters and attend courts on behalf of the party of the first part if so required and generally use their best endeavors and abilities to prevent all crimes and offenses with a view to ensuring the safe security of the said property and premises and the smooth administration of the day to day business of the party of the first part.

d. The employees of the party of the second part will not in any manner interfere with the working of the Institute of the party of the first part and shall be subject to carry out such directions and orders as may be given by the Director, or any other officer/s authorized by the Director.

e. The employees of the party of the second part shall be provided with suitable identity cards which should be produced to the party of the first part for inspection whenever required so to do. The party of the second part shall obtain clearance from the Police Department for all the security personnel deployed at the Institute and submit to the party of

the first part and those security personnel shall be within the age limit of **18 years to 60 years.**

f. Party of the second part should submit copies of ID cards and Certificates of Grama Niladhari and Police report of all the employees deployed by party of the second part to the Senior Assistant Registrar Office.

g. The employees of the party of the second part should record arrival and departure time in the attendance book provided by UCIARS for the purpose of calculating the working hours. The number of personnel to be deployed may be increased or reduced according to the needs of the Institute.

h. Party of the second part should be in a position to deploy additional Security personnel at short notice in case of an emergency. Absenteeism of personnel will not be accepted and wages would be deducted for those who do not report for work.

i. Party of the second part should provide walki-talkies to the Security personnel and the Officers in charge.

j. The employees of the party of second part shall conduct themselves in an exemplary manner while on duty on the premises and not consume any alcoholic beverage or any other prohibited substance within the premises and shall not fraternize with the students or employees of the party of the first part or the domestic servants or residents in the Institute premises. Further security officers should adhere to the rules and regulations of the institute. They need to respect internal code of ethics of the institute and their behavior should be according to those guidelines.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared that the party of the first part shall be at liberty (and the right to do so is hereby expressly reserved to the party of the first part) at any time during the existence of this agreement to engage any person or persons, firm, company or corporation and to provide any lorries or other vehicles and persons and also all necessary equipment, gear and tackle for carrying out any work under the terms of this agreement in the event of default on the party of the second part, to carry out and execute any such work when called upon to do so, whether by reason of a strike of the employees of the party of the second part or lockout or by any reason whatsoever, and the party of the second part shall be liable to pay to the party of the first part on demand all costs and expenses incurred by the party of the first part.

5. The party of the second part hereby specially agrees that the party of the first part shall not be liable for any injury or dismemberment or the death of any employee or employees of the party of the second part in the course of employment and that it will not undertake to meet and pay any compensation which may be claimed by any of the employees of the party of the second part in the event of any such employee or employees sustaining any injury or dismemberment or the death of any employee or employees in the course of employment and the party of the second part doth further specially agree to indemnify the party of the first part against all such claims for compensation and all actual costs that may be incurred by the party of the first part for such claims which are made against the party of the first part whether under any provisions of the Workmen's Compensation Ordinance or any other statutory provision or in Common Law.

6. The party of the second part doth hereby bind itself and agree to be responsible and accept liability for the property and premises which the party of the second part has undertaken to guard, protect, prevent loss and otherwise secure. **If any theft taken place or any loss/damage occurred to the Institute property during the period of this agreement the value of the loss or damage should be charged from the party of the second part if it is revealed that it was due to negligence or lapses on the party of the second part.**

7. If any dispute or difference whatsoever shall arise at any time hereafter between the party of the first part and the party of the second part touching or concerning these presents or the construction meaning operation or effect thereof or of any clause or provision herein contained then either party shall forthwith give to the other party written notice of such dispute or difference and such dispute or difference shall be referred to a single arbitrator in case the parties agree upon one, otherwise to two arbitrators, one to be appointed by each party or in the event of disagreement between the arbitrators then to an Umpire to be appointed by the arbitrators in writing before proceeding with the business of the reference. The arbitrator, arbitrators or umpire shall have power to determine all matters in dispute which shall be submitted to them or him and of which notice shall have been given as aforesaid. The decision or award of the arbitrator, arbitrators or umpire (as the case may be) shall be binding upon the parties in dispute and the cost of the reference and award shall be in the discretion of the arbitrator or umpire who may direct to and by whom and in what manner and to what extent the same or any part thereof shall be borne and paid and the submission of the matters in dispute to the awards of the arbitrator, arbitrators or umpire.

8. Either party may prior to the expiration of the contract period terminate this agreement by giving to the other one calendar months' notice in writing.



**Section VII. TOTAL PRICE SCHEDULE**

Price schedule for providing security services for the following areas;

**Main Institute premises**

**Farm Land with old hostel area**

Note: All duties, taxes and other levies payable by the services provider other than VAT shall be included in the wage per day. Requirement of Personal/Activity schedules for all areas are above.

**Table I**

	<b>Wage including Over time, EPF,ETF and Holiday wages and other allowances Rs. (per day)</b>	<b>Any other Charges</b>	<b>Total per day (Rs.)</b>	<b>Total per month (Rs.)</b>	<b>Total per year (Rs.)</b>
<b>Supervisor (OIC) for 12 hours shift</b>					
<b>Security Guard for 12 hours shift</b>					
<b>Total</b>					

**Total Bid Amount per month (in words):-**

.....  
 .....  
 .....

**Total Bid Amount per annum (without VAT) (in words):-**

.....  
 .....  
 .....

**Amount including VAT (per annum):-**

.....

**Signature:-**

**Date :-**

**Yearly Pricing Breakdown:**

**Table II**

Description	Rs.		Rs.		Rs.		Total per year
	JSO		LSO		OIC		
	Charge per 12 hr shift	Total per year (annual working days*number of shipments per day)	Charge per 12 hr shift	Total per year (annual working days *number of shipments per day)	Charge per 12 hr shift	Total per year (annual working days *number of shipments per day)	
Daily wage (Basic)							
Budgetary relief allowance							
Other allowances							
Overtime							
EPF Contribution 12 %							
ETF Contribution 3 %							
Material cost							
Profit margin / Administrative expenses							
Total quoted per year							

\*\*\* Total per year amount should be tally to quoted yearly amount in the bidding document

## Section (VIII) Security Forms

### 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 Client (hereinafter called “the Client”) 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 Client, 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 from of Bid: or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Client 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 Client up to the above amount upon receipt of his first written Demand, without the Client’s having to substantiate his demand; provided that in his demand the Client will note that the amount claimed by him his 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 Client, 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 \_\_\_\_\_

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[*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 Provider”) 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 \_\_\_\_\_

**University of Colombo Institute for Agro-Technology and Rural Sciences  
Security Service 2024/2025**

**SITE VISIT LIST**

<b>No</b>	<b>Location</b>	<b>Date</b>	<b>Signature of the Officer</b>
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