



BIDDING DOCUMENT
JANITORIAL, CLEANING & MAINTENANCE
SERVICES
2024

UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO
TECHNOLOGY
AND RURAL SCIENCES (UCIARS)
Procurement No: IARS/2023/10/04

UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO – TECHNOLOGY AND RURAL
SCINCES
WELIGATTA NEW TOWN
HAMBANTOTA
T.P. 047-2034207/208

File No: IARS/AB/Sup/2023/10/38

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

PROCUREMENT NOTICE

**INVITATION FOR BIDS FOR JANITORIAL, CLEANING & MAINTENANCE
SERVICES 2024**

Sealed Bids for providing Janitorial, Cleaning, & Maintenance Services in 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 registered and reputed firms for Janitorial, Cleaning & Maintenance Services up to **2.30 p.m. on 13th November 2023**.

Bidding documents could be downloaded from institute web site <https://uciars.cmb.ac.lk/> free of charge from **23.10.2023 up to 13.11.2023**. If any clarification is needed on bidding documents, bidders may contact Assistant Bursar or Senior Assistant Registrar via 0472034208/207 or 0472034211.

A Pre-Bid meeting will be held on **03rd November 2023 at 10.30 a.m.** via Zoom Technology- online (Pre-bid zoom link and pre-bid meeting minutes could be obtained on request from Assistant Bursar via email 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 13th November 2023**. Amount of the bid bond is given in the bid document. Envelope containing the bids should be marked "**Invitation for Bids Janitorial, Cleaning & Maintenance Services 2024**" 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 **13th November 2023 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,
Institute for Agro-Technology and Rural Sciences
University of Colombo,
Weligatta New Town,
Hambantota.
22th October 2023



කොළඹ විශ්වවිද්‍යාලීය කෘෂිතාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනය

ප්‍රසම්පාදන දැන්වීමයි

**සනීපාරක්ෂක, පවිත්‍රතා හා නඩත්තු කටයුතු සඳහා
මිලගණන් කැඳවීම -2024**

2023 නොවැම්බර් 13 වන දින පස්වරු **2.30** දක්වා දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් වැලිගත්ත නවනගරය, හම්බන්තොට පිහිටි කොළඹ විශ්වවිද්‍යාලීය කෘෂිතාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනයේ සනීපාරක්ෂක, පවිත්‍රතා හා නඩත්තු කටයුතු පවත්වාගෙන යාම සඳහා ලියාපදිංචි සහ පිළිගත් ආයතන වලින් මුද්‍රා තබන ලද මිල ගණන් කැඳවනු ලැබේ.

ලංසු ලියවිලි ගාස්තුවකින් තොරව ආයතනයේ වෙබ් අඩවියෙන් (<https://uciars.cmb.ac.lk/>) **2023.10.23** වන දින සිට **2023.11.13** දක්වා බාගත කර ගත හැකිය. ලංසු ලියවිලි පිළිබඳව යම් පැහැදිලි කරවා ගැනීමක් අවශ්‍ය වේ නම් 0472034208/207 හෝ 0472034211 දුරකථන ඔස්සේ සහකාර මූල්‍යාධිකාරී හෝ ජ්‍යෙෂ්ඨ සහකාර ලේඛකාධිකාරී ඇමතිය හැකිය.

පූර්ව ලංසු රැස්වීමක් **2023 නොවැම්බර් මස 03** 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 ඔස්සේ ඉල්ලීමක් කිරීමෙන් ලබා ගත හැකිය).

කවරයේ වම්පස ඉහළ කෙළවරේ “සනීපාරක්ෂක, පවිත්‍රතා හා නඩත්තු කටයුතු සඳහා මිල ගණන් කැඳවීම - 2024” යනුවෙන් සඳහන් කර මුද්‍රා තබන ලද ලංසු ලියවිලි, පිටපතක්ද සහිතව “සභාපති, ප්‍රසම්පාදන කමිටුව, කොළඹ විශ්වවිද්‍යාලීය කෘෂිතාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනය, වැලිගත්ත නවනගරය, හම්බන්තොට” යන ලිපිනයට නොවැම්බර් **13** වන දින පස්වරු **2.30** ට පෙර ලැබෙන සේ ලියාපදිංචි තැපෑලෙන් එවීමට හෝ ජ්‍යෙෂ්ඨ සහකාර ලේඛකාධිකාරී කාර්යාලයේ තබා ඇති ලංසු බහාලන පෙට්ටියට (Tender Box) බහාලීමට හැකිය. ලංසු සුරක්ෂණවල වටිනාකම් ලංසු ලියවිලිවල සඳහන් වේ. ප්‍රමාද වී ලැබෙන ලංසු ප්‍රතික්ෂේප කරනු ලැබේ. ලංසුකරුවන් හෝ ඔවුන් විසින් නම් කරනු ලබන නියෝජිතයන් ඉදිරියේ **2023 නොවැම්බර් 13** වන දින පස්වරු **2.30** ට වැලිගත්ත නවනගරය, හම්බන්තොට පිහිටි කොළඹ විශ්වවිද්‍යාලීය 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,
කෘෂිතාක්ෂණික හා ග්‍රාමීය විද්‍යා ආයතනය,
කොළඹ විශ්වවිද්‍යාලය,
වැලිගත්ත නවනගරය,
හම්බන්තොට.
2023 ඔක්තෝබර් මස 22

Invitation for Bids
University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka
JANITORIAL, CLEANING & MAINTENANCE SERVICES

2024

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 **Janitorial, Cleaning & Maintenance 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. Bid shall be accompanied by an unconditional on demand bid security of **Rs.6,660.00** 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 **09.03.2024** in favor of Director of the University of Colombo Institute for Agro-technology and Rural Sciences, Weligatta New Town, Hambantota.
5. As an option bidder is allowed to have a cash deposit amount to Rs. 6,660.00 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.
6. State Taxes must be submitted along with the Bid.
7. Head of the Institute is not liable for any claim made in respect of the Workers' Compensation Ordinance No. 19 of 1934 or any amendments to the Constitution.
8. Sealed Bids in duplicate must be delivered and reached to the address below on or before **2.30 p.m.** on **13.11.2023**. 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 Janitorial Cleaning and Maintenance Services 2024**”. The name & address of the firm submitting the bid should appear in the cover.
9. **Late bids will not be accepted and bids not accompanying a valid Bid Security, a copy of business registration, and filled table Breakup for Wage Payment under Section VII will be rejected.** Bids will be opened immediately after **2.30 p.m.** on **13.11.2023** in the presence of the Bidders’ representatives who choose to attend in person at the address given below.
10. Before submitting the bid, the Bidder can visit the field sites and attach the duly completed form with signature of the officer mentioned in the form.
11. 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.

Chairman,
Department Procurement Committee,
University of Colombo Institute for Agro-Technology and Rural Sciences
Weligatta New Town
Hambantota
22.10.2023

Section I. Instructions to Bidders

A. General

1.	Scope of Bid	1.1	The Chairman, Department Procurement Committee, University of Colombo Institute for Agro-Technology and Rural Sciences (UCIARS) invites sealed bids for Janitorial, Cleaning & Maintenance Services - 2022- 2023 . The name and identification number of the Contract is provided in the Bidding Data.
		1.2	The successful Bidders will be expected to perform the Services until the intended completion date provided in the Data.
2.	Qualification and Experience of the Bidder	2.1	All bidders shall provide in Section III, Form of Bid and Experience Information, a preliminary description of the proposed work, method, and schedule, including drawings and charts, as necessary.
		2.2	If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
		<i>(a)</i>	List of Services performed during the consecutive three years. (2020,2021,2022/23)
		<i>(b)</i>	Work plan and methodology.
		<i>(c)</i>	The list of Staff of the past projects with their NIC numbers along with the copies of EPF & ETF Statements for previous consecutive past 01 years (2022/23 up to now)
		<i>(d)</i>	Adequacy of the equipment proposed by the Bidder will be evaluated.
		<i>(e)</i>	The references made by previous clients in previous consecutive past three years (2020,2021,2022/23)
		<i>(f)</i>	Financial Capacity (2020,2021,2022/23)
3.	Cost of Bidding	3.1	The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the client 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 can 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.
		4.2	The Bidders shall contact the Senior Assistant Registrar/Administration Division and the respective Sub-Wardens of the Institute for inspection and for further details.

B. Bidding Documents

5. Content of Bidding Documents	5.1	<p>The set of bidding documents comprises the documents listed below.,</p> <p style="text-align: center;">Volume 1</p> <p>Section I Instructions to Bidders Section IV Conditions of Contract Section VIII Forms of Securities</p> <p style="text-align: center;">Volume 11</p> <p>Invitation for Bid Section II Bidding Data Section III Forms of Bid and Qualification Information Section V Contract Data Section VI Client's Requirements Section VII Activity Schedule</p>
6. Clarification of Bidding Documents	6.1	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.

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 Client shall be written in English Language.
8. Documents Comprising	8.1	The Bidder shall submit the Bid in duplicate in a sealed envelope as marked "Bid for Janitorial, Cleaning & Maintenance Services. – 2022- 2023."
	8.2	<p>The envelope shall include the originals of the following document.,</p> <p>(i) The Original Bidding Document (Inclusive of rate and annual price), (ii) Bid Security, (Original) (iii) Duly filled 'A' schedules," Qualification and Experience Information," (iv) Other information listed in Bidding Data: and, (v) Any other information, bidder may wish to include (vi) Activity Schedule.</p>
9. Bid Prices	9.1	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.
	9.2	The Bidder shall fill in rates and prices for all items of the Services described in the 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.
	9.3	All duties, taxes and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be shown separately.

10.Currency of Bid and Payment	10.1	The price quoted by the Bidder shall be in Sri Lanka Rupees.
11.Bid Validity	11.1	Bids shall remain valid for 90 days as specified in the Bidding Data.
	11.2	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.

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 Client.
	12.3	The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in sub-Clause 12.1
	12.4	The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required performance Security.
	12.5	The Bid Security may be forfeited: (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to : (i) sign the Contract; or (ii) furnish the required Performance Security.

13.Format and Signing of Bid	13.1	The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
	13.2	The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
	13.3	The Bid shall contain no alterations or additions, except those to comply with instructions issued by the 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

14. Sealing and Marking of Bids	14.1	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.
	14.2	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.
	14.3	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.
15. Deadline for Submission of Bids	15.1	Bids shall be delivered to the Client at the address specified above no later than the time and date specified in the Bidding Data.
	15.2	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.
16. Late Bids	16.1	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

17. Bid Opening	17.1	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.
	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 Client may consider appropriate, will be announced by the Client at the opening.
18. Clarification of Bids	18.1	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.
19. Examination of Bids and	19.1	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.

Determination of Responsiveness	19.2	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.
	19.3	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.
20. Evaluation of Qualification and Experience and Financial Bid	20.1	The Client will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
	20.2	The Client may or may not adopt the evaluation criteria and point system specified in the document.
	20.3	The Client will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
	20.4	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.
	20.5	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.

21. Correction of Errors	21.1	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.
	21.2	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

22.Award Criteria	22.1	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.
23. Client’s Right to Accept any Bid and to Reject any or All Bids	23.1	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.
24. Notification of Award and Signing of Agreement	24.1	The Bidder whose Bid has been accepted will be notified in writing, of the award by the 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”)
	24.2	The notification of award will constitute the formation of the Contract.
	24.3	The Contract, in the form provide in the bidding documents, will incorporate all agreements between the Client and the successful Bidder.
25. Performance Security	25.1	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 (UCIARS), Sri Lanka.**

Name of the Contract: - **Janitorial, Cleaning & Maintenance Services.**

Identification Number of the Contract: - **IARS/2023/10/04**

- (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

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

- (a) List of Services performed during the consecutive three years.
(2020,2021,2022/23)

- (b) Work plan and methodology.

- (c) The list of Staff of the past projects with their NIC numbers along with the copies of EPF & ETF Statements for previous consecutive past 01 years
(2022/23 up to now)

- (d) Adequacy of the equipment proposed by the Bidder will be evaluated.

- (e) The references made by previous clients in previous consecutive past three years (2020,2021,2022/23)

- (f) Financial Capacity. (2020,2021,2022/23)

Any other information if listed in the Bidding Data.

List any additions to the list in Sub-Clause 2.2; otherwise list “none”.

- (8.4) The address for submission of Bids is: Director, University of Colombo Institute for Agro-Technology and Rural Sciences (UCIARS), Weligatta New Town, Hambantota.

- (11.1) The period of Bid validity shall be - 90 days from the date of closing bids (up to 10.02.2024)

- (12.1) The amount of Bid Security amounting to **Rs.6,660.00** (Six Thousand Three Hundred and sixty Rupees Only) from a reputed Commercial Bank operating in Sri Lanka.

The Bid Security shall be valid until - Up to March 09, 2024.

Bid Security should be addressed to- Director, University of Colombo Institute for Agro-technology and Rural Sciences (UCIARS), Weligatta New Town, Hambantota

- (14.2) The Client’s address for the purpose of Bid submission is Director, University of Colombo Institute for Agro-Technology and Rural Sciences (UCIARS), Weligatta New Town, Hambantota.

For identification of the bid the envelopes should indicate:

Contract: Janitorial, Cleaning & Maintenance Services

Bid /Contract Number: IARS/AB/Sup/2023/10/38

(15.1) The deadline for submission of bids shall be **2.30 p.m. on 13th November 2023**.

(17.1) Bids will be opened immediately after 2.30 p.m. on **13th November 2023** at the Board Room, University of Colombo Institute for Agro-Technology, and Rural Sciences (UCIARS), Weligatta New Town, Hambantota. The bidder or his authorized representative may attend the bid opening.

(18.1) (b) The Contractor shall provide uniforms to all the personnel deployed by him and they shall be in possession of National Identity Card and the Identity Card issued by the employer. The employer shall submit copies of the NIC of the personnel deployed, to the Administration Branch.

(18.1) (c) The Contractor shall be responsible for any damage caused to the Institute property and any theft etc. by his employees. The Contractor shall be required to deploy additional employees or provide services at any other premises according to the needs of the Institute.

(20.2) Criteria for Evaluation of Qualification and Experience :

	Criteria	Maximum Points	Minimum Required
a	Experience in similar assignments	40	28
b	Work plan and Methodology	20	13
c	EPF and ETF requirement	10	7
d	Equipment	10	8
e	Client Reference (performance of the last 3 years)	10	8
f	Financial Capability	10	6
	Total	100	70

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

❖ *And the tables provided under each category should be filled under given columns.*

a. Experience in Similar assignments:

The determination will take into account the Bidder's involvement in the similar assignments (Experience in recognized private sector or government organizations) in the previous consecutive past three years. (2019,2020,2021/22 up to now)

(relevant documents should be attached.)

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.(Should be mentioned below each line under General Cleaning Work, Garden Maintenance and Table. Refer SCHEDULE B)

c. EPF and ETF requirement:

The list of Staff of the past projects with their NIC numbers along with the copies of EPF & ETF Statements for previous consecutive past 01 year (2022/23 up to now) submitted by the Bidder will be evaluated. It is compulsory to mention the number of employees engaged with the company with payment of ETF and EPF.

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 list of equipment for this project should be submitted.)*

e. Client's Reference:

The references made by previous clients in previous consecutive past three years (2020,2021,2022/23) about the quality of the services provided by the Bidder will be evaluated (*relevant documents should be attached.*)

f. Financial Capacity

Certified copies of the audited financial statements for 2020,2021,2022/23 and the letter of credit facility from any financial institution 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 (2020,2021,2022/23) will be evaluated.

(Annual turnover, Working Capital, Net Assets, Net Cash Flow, Debtors Collection period, EPF & ETF Remittance, Debt to Equity Ratio, Operating Profit Margin, Credit Facility request, Revenue Growth & Audit Opinion)

(25.0) The performance Security acceptable to the University of Colombo shall be an unconditional form of guarantee to an amount 5% of the contract price.(Valid for 400 days)

Section III

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

Form of Bid

[date]

To : Director
University of Colombo Institute for Agro-technology & Rural Sciences, Sri Lanka

Having examined the bidding documents, we offer to provide Janitorial, Cleaning & Garden Maintenance Services in accordance with the Conditions of Contract, Client's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of Rs..... [Amount in numbers](excluding VAT).....[amount in words].....or any other sum derived in accordance with the said documents per annum (excluding VAT).

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 Information⁶

Notes on Form of Qualification Information (Janitorial, Cleaning Services 2023-2024)

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 (Government & Private Sector Contract)

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 20.3 of Bidding Data.

Submitted by : B

Designation :

SCHEDULE B – Work Plan and Methodology

Expected work plan of the Janitorial, Cleaning & Maintenance Services should be mentioned below each line under General Cleaning Work, Garden Maintenance and Table. Evaluation will be done accordingly.

General Cleaning Work

1. Wiping of glass partition and doors
2. Sweeping of entire floor
3. Clear waste paper bins, any other solid waste bins
4. Damp mopping of cemented and rubber painted floors
5. Vacuum carpeted floors
6. Cleaning of wash basins
7. Polishing of relevant floor areas
8. Cleaning of gutters and removal of fallen leaves from relevant roof areas
9. Cleaning of roof top areas and balconies
10. And as described in the BOQ

Garden Maintenance

1. Daily sweeping of the garden areas road ways, collecting fallen leaves and dumping at the collecting point
2. Removal of above mentioned garbage from the premises
3. Watering & Weeding of plant pots, flower beds, entire garden, all open areas
4. Cleaning drains daily
5. And as described in the BOQ

If space is not sufficient please attached a separate sheet

SCHEDULE D : Equipment

NAME OF THE MACHINE/EQUIPMENT	MAKE	MODEL	YEAR OF PURCHASE	CAPACITY	OWN/R ENT
Heavy Duty Floor Polisher					
Industrial Vacuum Cleaner					
Heavy Duty water Pressure - gun					
Industrial Ladder (12 Feet)					
Industrial Ladder (20 Feet)					
Wire Code (50 Meters)					
Grass Cutters (with fuel)					
Pruning saw					
Pruning Knives					

** other machines/equipment required for cleaning inside and outside premises should be listed in the table. If above space is not sufficient please attach separate sheets. Above mentioned items are compulsory to supply.

Photos of the machines should be attached

SCHEDULE F – Financial Documents for Eligibility

1) Summary of the Applicant Company assets and liabilities on the basis of the attached income tax return and financial statements for the immediately preceding three years.

	Year	Year
1. Total assets		
2. Current assets		
3. Total liabilities		
4. Current liabilities		
5. Net worth (1-3)		
6. Net working capital (2-4)		

2) Commitment from a licensed bank to extend to it a credit line if awarded the contract

Name of the Bank :

Credit Facility Amount :

GENERAL INFORMATION – compulsory if available

1	Company Name	
2	Company Owner Full Name	
3	Director full name	
4	Business Registration (Attach certificate of Incorporation)	
5	PVS/N(PVS) No's	
6	Other Registration	
7	Legal status (Company registration/Partnership)	
8	VAT Registration No.	
9	Power of Attorney	
10	<i>Remarks</i>	

Letter of Acceptance
[Letterhead paper of the Client]

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

[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: _____

Contract Agreement

JANITORIAL, CLEANING & GARDEN MAINTENANCE SERVICE FOR THE
UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-TECHNOLOGY AND RURAL
SCIENCES
AGREEMENT
BETWEEN THE UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-TECHNOLOGY AND
RURAL SCIENCES – SRI LANKA
AND

.....

This AGREEMENT made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this between THE UNIVERSITY OF COLOMBO, INSTITUTE FOR AGRO-TECHNOLOGY AND RURAL SCIENCES – SRI LANKA having its central administration at Weligatta New Town, Hambantota of one part (herein after called and referred to as “the party of the first part”) and, carrying on business under the name, style and firm of in the said Republic of the other part (hereinafter called and referred to as “the party of the second part”).

WITNESSETH

WHEREAS the party of the first part is desirous of engaging the services of a Janitorial, Cleaning & Garden Maintenance Services agency to clean, maintain and preserve the building & the environment in clean and healthy condition hereinafter mentioned of the party of the first part and having accordingly agreed with the party of the second part to engage its services for this purpose upon and subject to the terms and stipulations hereunder stated.

NOW THESE PRESENTS WITNESS and it is hereby agreed by and between the said parties here to as follows:

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 clean, maintain and preserve the buildings & environment of the property and premises belonging to the party of the first part identified as the and the party of the second part has to clean, maintain and preserve the buildings & the environment of the aforesaid premises.

2. (a) For the services to be rendered by the party of the second part in terms of this agreement the party of the first part shall, subject to as hereinafter provided pay to the party of the second part to execute the service in conformity with all respect as provisions of bid price of excluding taxes as with accordance with the BOQ items and BOQ amount in the bid document.

- (b) The daily payment at the rate of for the Supervisor per working day and at the rate of for a male Janitor and a female Janitor respectively shall be considered subject to the deduction for absenteeism which is the rate of respective daily payment.

(c) The number of personnel to be deployed at present shall beSupervisor &Janitors (.....) for the The party of the first part shall increase/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 hereto 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 clean, maintain and preserve the buildings and environment 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 negligence of duty or any other cause on the part of the party of the second part.

3. This agreement shall commence on the and shall continue in force initially for a period of one year subject to the terms and conditions herein stipulated until the with a period of probation of three months commencing In the event that the party of the first part is not satisfied with service provided by the party of the second part, the probationary period shall be extended by a further period of three months by the party of the first part so desires the party of the first part shall terminate the services of the party of the second part during the probation period without giving notice of termination.

4. Final payment will be processed only after submitting the documents of Central bank statements evidences for payment of ETF and EPF.
5. Notwithstanding anything herein before contained, it is agreed between parties hereto that both parties shall be at liberty to terminate this agreement at any time before the expiry of the demised period of one year by giving each other one month prior written notice.
6. 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 the required number of Supervisors and Janitors and provide all necessary materials, equipment, machinery etc.
 - (a) The party of the second part shall ensure that the employees perform their duties diligently in an efficient & effective manner, to the satisfaction of the party of the first part.
 - (b) The working hours of the employees deployed by the Party of the second part shall be 7.30.a.m. to 4.30.p.m. daily six (06) days per week excluding Sundays & Public Holidays. However, services have to be provided on all seven (07) days at the hostels, Academic premises, Canteen, Lecture halls and Library irrespective of Sundays & Public Holidays (at least ½ of the employees should be deployed all seven (07) days including a supervisor for these premises or as recommended by the Institute).

- (c) During the hours of duty all employees 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.
- (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/Senior Assistant Registrar, or any other officer authorized by the Director/Senior Assistant Registrar.
- (e) The employees of the party of the second part shall be provided with suitable uniforms & identity cards which should be produced to the party of the first part for inspection whenever required to do so. The party of the second part shall obtain clearance from the Police Department for all the personnel deployed at the Institute and submit to the party of the first part.
- (f) Approval for using chemicals for the janitorial work should be obtained from the PHI of the Weligatta area; such samples need to be produced to the PHI.
- (g) The employees of the party of the second part shall conduct themselves in an exemplary manner while on duty on the premises and not consume any alcoholic beverage 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 University premises.
- (h) All the janitors of the party of the second part should be within the age limit of 18 years to 60 years.
- (i) Party of the second part should submit copies of ID cards of all the employees deployed by party of the second part to the SAR/Administration.
- (j) The employees of the party of the second part should register (arrival and departure time) in the Finger Scanning machine 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 and party of the second part is responsible to deploy more male janitors for external areas. (grass cutting areas)
- (k) Party of the second part should be in a position to deploy additional Janitors 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.
- (l) In case, any employee of the party of the second part is unable to report for work, party of the second part has to deploy suitable replacements with the approval of the Institute. If any employee is absent for work, the deduction will be the amount of the salary quoted per day.
- (m) Party of the second part should be responsible to complete the activities as stipulated in the BOQ on time. All the gutters and drains should be cleaned on or before the 10th of each and every month.
- (n) Party of the second part should be able to clean all the lecture halls and office premises before 8.00 a.m. and any complaints during the working hours should be reported to the Senior Assistant Registrar of the Institute by the Supervisor.
- (o) In case, if not any item has not been completed by the contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non-completion of the same work is repeated twice or more within contract period, 25% of the total quoted monthly payment will be reduced from respective bills.

- (p) Janitorial, cleaning & maintenance service are requested above only for the main institute premises and the outside old hostel area with surrounding (10acre land). When and as required, few labourers should be assigned for the 40 acre farm land from your existing labourers. Therefore, it is your responsibility to manage labours to fulfil all the requirements.

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 vehicles and persons and also all necessary material, equipment, machinery etc. 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.

- (g) 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.
- (h) Further The party of the second part 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.
- (i) 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 clean, maintain, preserve the buildings and the environment in clean & healthy condition.
- (j) 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 and the award may at the instance of either party and without notice to either of them be made a rule or order of court.

- (k) Either party may prior to the expiration of the contract period terminate this agreement by giving to the other party one calendar month's notice in writing.
- (l) " Both parties agree that all the terms and conditions stipulated in the Bidding Document shall be part and parcel of this Agreement"
- (m) All notices required to be given and all demands made under the provisions of this agreement shall be deemed to be given or may if sent by post in the case of the party of the first part addressed to the party of the first part to the Director, The University Of Colombo, Institute for Agro-Technology And Rural Sciences and in the case of the party of the second part addressed to the party of the second part addressed to and shall be deemed to have been received in the ordinary course of post.

IN WITNESS WHERE OF the parties hereto have caused their common
Seals to be affixed and have set their respective hands to these presents and to one other of the
same tenor and date aton this
.....

Common Seal of the
party of the first part

Common Seal of the
party of the second part

WITNESSES

1. Signature

Name

Address

2. Signature

Name

Address

WITNESSES

1. Signature

Name

Address

2. Signature

Name

Address

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) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Client
- (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 6.2;
- (e) "Client" means the party who employs the Service Provider
- (f) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;
- (g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
- (i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Client
- (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
- (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.

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 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.

1.6 Authorized Representatives 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

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 a may be specified in the Contract Data.

2.3 Intended Completion Date 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.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract (Force Majeure) means and event which is beyond the reasonable control of a party and which makes a party's performance of its obligation under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be breach of , or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time 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.

2.5.4. Payments 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.

2.6 Termination

2.6.1 By the Client

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):

- (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;
- (b) if the Service Provider become insolvent or bankrupt;
- (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
- (d) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the (30) Service Provider

The Service Provider may terminate this Contract, by not less than thirty 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 :

- (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
- (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 that fifty six (56) days.

2.6.3 Payment upon Termination

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.

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

3. Obligations of the Service Provider

3.1 General	<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>
3.2 Confidentiality	<p>The Service providers, their Subcontractors and the Personnel of either of them shall not either during the term or within two (2) years after the expiration of this disclose any proprietary or confidential information relating to the project ,the service, this contract, or the Client</p>
3.3 Service Providers' Actions Requiring Client's prior Approval	<p>The service Providers shall obtain the Client's Prior approval in writing before taking any of the following actions</p> <ul style="list-style-type: none"> (a) Entering into a subcontract for the performance of any part of the Service (b) Appointing such member of the Personal not listed by name in Appendix C (" Key Personal and Subcontractors"). (c) Changing the Program of activities; and (d) Any other action that may be specified in the Contract Data.
3.4 Reporting Obligations	<p>The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the from in the numbers, and within the periods set forth in the said Appendix.</p>

3.5 Documents Prepared by the Service providers to be the Property of the Client	<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>
3.6 Liquidated Damages	<p>All the B.O.Q. items are weighted equally. Therefore if any item has not been completed by the Contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non-completion of the same work is repeated twice or more within contract period, 25% of the total quoted monthly payment will be reduced from respective bills. For the absentees the quoted rate for such person will be deducted for the number of days absent from the monthly bill concerned.</p>
3.6.1 Correction for over Payment	<p>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</p>
3.7 Performance Bond	<p>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. The performance Bond shall be valid until end of 28 days from the Completion date of the Contract.</p>

Service Provider's personnel

4.1 Description of Personnel	<p>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.</p>
4.2 Removal and/or Replacement of Personnel	<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>

5. Obligation of the Client

5.1 Assistance and Exemptions	<p>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.</p>
5.2 Change in the Applicable Law	<p>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 increase 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</p>
5.3 Service and Facilities	<p>The Client shall make available to the Service Provider the Service and Facilities listed under appendix F.</p>

6. Payment to the Service Provider

<p>6.1 Lump-Sum Remuneration</p>	<p>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.</p>
<p>6.2 Contract price</p>	<p>The Contract price is the price to be paid per annum for the performance of Services.</p>

<p>6.3 Payments for Additional Service, and Performance Incentive Compensation</p>	<p>6.3.1</p>	<p>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</p>
<p>6.4 Terms and Conditions of Payments</p>	<p>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 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.</p>	
<p>6.5</p>	<p>Payments of the Contract fee shall be made within twenty-eight from the date of receipt of the bill of the previous month</p>	

7. Quality Control

<p>7.1 Identifying</p>	<p>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.</p>
<p>7.2 Correction of and Performance Penalty</p>	<p>(a) The Client shall give notice to the Service Provider of any Defects before Defects, and the end of the Contract. The Defects liability period shall be extended for as Lack of 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

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	8.2.1	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 not settled amicably in as with Sub Clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
	8.2.2	The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under Sub Clause 8.2.3.
	8.2.3	The Party desiring arbitration shall nominate three 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

- | Number of GC Clause | Amendments of, and Supplements to Clauses in the General Conditions of Contract |
|----------------------------|---|
| 1.1(c) | The contract name is – Janitorial, Cleaning & Maintenance Services, University of Colombo Institute for Agro-technology and Rural Sciences, Sri Lanka. |
| 1.1(e) | The Client is the Director, University of Colombo Institute for Agro-Technology and Rural Sciences, Sri Lanka. |
| 1.1(h) | The Service Provider is [insert name]:- |
| 1.4 | The addresses are :
Client : The Director
Attention : Assistant Bursar, Finance Branch
Telephone : 047-2034207/208
Fax : 047-2034261

Service Provider :
Attention :
Telex :
Facsimile : |
| 1.6 | The Authorized Representative is :
For the Client : Assistant Bursar/Finance

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 7 days from the date of award of contract. |
| 2.3 | The Intended Completion Date is 1 year from the date of award of contract. |
| 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 Twenty Eight [28] days of receipt of the invoice and the relevant documents and within fifty six [56] days in the case of the final payment. |

Appendices

Appendix A - Description of the Services

Please refer section VII bill of quantities along with Appendix A

Appendix B - Schedule of Payments and Reporting Requirements

Payment will be made on monthly basis as per the rates provided in the BOQ subject to condition provided in the tender preliminaries in the bill of quantities.

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.

Section (VI) 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 Figures] for which payment well and truly to be made to the said Client, the Bank binds Itself. Its successors, and assigns by these present.

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

The condition of this obligation are :

- (1) If , after Bid opening, the Bidder withdraws his Bid during the period of Bid validity Specified in the form of Bid: or
- (2) If the Bidder having been notified of the acceptance of his Bid by the 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 _____

[signature, name and address]

Annex B form: Performance Bank Guarantee (unconditional)

To: *(name and address of Client)*

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

And where as 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 cleaning for compliance with his obligations in accordance with the Contract;

And where as 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 9 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 therein.

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

We further agree that no change or addition to or other modification of the terms of the contract or of the 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 _____

Section VII
Priced Bill of Quantities
UNIVERSITY OF COLOMBO INSTITUTE FOR AGRO-TECHNOLOGY AND
RURAL SCIENCES (UCIARS)

(01) Bill of Quantities for Janitorial, Cleaning and Maintenance Services of the
UCIARS, WELIGATTA

Period:- One year including initial 3 months' probation period

NOTE:- TENDER PRELIMINERIES

- i) All the Bidders are requested to visit the location /site before pricing the BOQ.
- ii) All the B.O.Q. items are weighted equally. Therefore, if any item has not been completed by the Contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non-completion of the same work is repeated twice or more within contract period, 25% of the total quoted monthly payment will be reduced from respective bills. For the absentees the quoted rate for such person will be deducted for the number of days absent from the monthly bill concerned.
- iii) Completing below items deems to prevent creating mosquito breeding places in the above premises. If a potential mosquito breeding place is found in the above premises and the institute is fined for the same, the institute is compelled to deduct such amount from the respective monthly bill.

Item	Description of Work	Frequency	Rate	Total Amount per month	Total Amount per year
1	Maintenance of Cemented, Tiled, Rubber floors and all common areas (including Staircases)				
(a)	Sweeping, Cleaning & damp mopping (except hostel area) <input type="checkbox"/> Total area – 59,439 Sqft (approx.) <input type="checkbox"/> Total staircase area- 1470 Sqft (approx.)	Daily			
(b)	Sweeping, cleaning & mopping of hostel rooms (not included in above (a) – 19,949 Sqft (approx.) (Corridors, staircases, and common areas in the hostel (all floors) should be cleaned daily and hostel rooms should be cleaned as requested.	Daily/as requested			
(c)	Machine polishing & waxing – 31,800 Sqft (approx.)	Once a month			
(d)	Vacuum cleaning of carpeted floor (Computer Lab) - 800 Sqft (approx.) and as requested for other places	Once a month			
2	Interior/Exterior Glass and Partitions/Doors (Total area 12,766 Sqft)				
(a)	Washing and cleaning of interior & exterior glasses (except ground floor of the tissue culture laboratory)	Once a month			
(b)	Washing and cleaning of exterior glasses of the Ground floor of the Tissue culture laboratory 1500 Sqft (approx.)	Once a week			
(c)	Wiping and cleaning of aluminium & timber window & door frames and doors, partitions etc. - of all the buildings	Once a month			

Item	Description of Work	Frequency	Rate	Total Amount per month	Total Amount per year
3	Furniture, walls, ceilings & Electrical Fittings				
(a)	Dusting, wiping and cleaning, removal of dust, cobwebs etc. of walls, ceiling and corners, electrical fixtures & fittings, lights, fans, switches, furniture etc.	Once a month & as required			
4	Toilets and Washrooms				
	Total Area (Toilets and Washrooms) – 14,170 Sqft (approx..)				
	<i>No. of washrooms - 75</i>				
	<i>No. of Toilets - 84</i>				
<i>No. of Wash basins (sink) - 100</i>					
(a)	Cleaning, washing & disinfecting of walls, floors, bowls, wash basins, squatting pans, commodes, wall fixtures & surface water drains using standard cleaners and disinfectant.	Once a day & twice a day for hostel only			
(b)	Cleaning drains, waste water lines and manholes etc.	Daily			
5	External Areas around Building				
□ Total area – 333,800 Sqft (approx.)					
(a)	Cleaning and sweeping of entire Garden, perimeter & all open areas - 90,000 Sqft (approx.)	Daily			
(b)	Cleaning and maintaining of entire Garden, perimeter & all open areas – 243,800 Sqft (approx.)	Once a month/as required			
(c)	Cleaning drains, waste water lines and manholes etc.	Daily			
(d)	Maintaining the garden (watering, weeding, pruning, fertilizing, pest & disease controlling and other practices as instructed)	Daily			
(e)	Grass cutting- 243,800 Sqft (approx.) (Inside the premises and outside the boundary specially around electric fence (both inside & outside)	As required			
6	Garbage, Litter & Garden refuse collection & Disposal				
(a)	Cleaning and sweeping of entire Garden and collection & removal of collected garden refuse, fallen and cut down tree branches overhanging, garbage, litter from all areas (inside the buildings and outside areas) and disposal on the same day using composable black polythene bags (<i>Rate to include composable polythene bags</i>) Note: Decomposable items except swill (food wastes) should be composted and others should be removed from institute premises (Cutting Tree branches overhanging should be done by the cleaning workers on request and as instructed)	Once a day & as required			
7	Cleaning of Gutters	Once a month & as required			

Total (Excluding VAT)				
------------------------------	--	--	--	--

Total amount including VAT :-.....

VAT Registration No :-.....

Proposed manpower allocation

	No. of Janitors	No. of Supervisors	Wages for weekdays (Rs.)	Wages for Holidays/Poyadays & Saturdays/Sundays (Rs.)	Overtime(Rs.)	
					Saturday	Sunday/Holiday
Male (janitors) - maximum 05	05	-				
Female (janitors)- maximum 10	10	-				
Supervisors – maximum 01	-	01				

*Please mention the wages for public holidays , Poya days, Saturdays and Sundays separately.

Jobs to be attended on request	Rate	Remarks
Cleaning sewerage line		For 1 time (rate should be added per 8 hours a day)
Cleaning septic tanks , soakage pits (indicate Gully Bowser capacity and the rate)	Gully bowser capacity- Rate -	Rate for the gully bowser capacity
When necessary, should be able to provide additional labourers for the activities in the institute		rate per 8hrs day
When necessary, should be able to provide Electricians for the institute		rate per 8hrs day
When necessary, should be able to provide Plumbers for the institute		rate per 8hrs day

- Please refer special notes to the bidders mentioned below before quoting your rates.

Date:-.....

.....

Signature of Tenderer

For further details and inspection of premises, please contact Senior Assistant Registrar/UCIARS via Tel. No. 047-2034211/209 or Assistant Bursar via Tel. No. 047-2034207/208.

(02) Following Table must be filled compulsorily

Break up for wage payments

Description	Rs.
Daily wage	
Budgetary allowance	
Other allowances	
Overtime	
EPF Contribution 12 %	
ETF Contribution 3 %	
Profit margin / Administrative experience	
Total	

Appendix A

1. Special Notes to Bidders

**Service should be provided during normal working hours - 7. 30 a.m to 4.30 p.m.*

*** Janitorial, Cleaning & Maintenance Services must be provided on six (06) days per week excluding Sundays and Public Holidays. However, services have to be provided in all seven (07) days at the hostels, Academic premises, Canteen, Lecture halls and Library irrespective of Sundays & Public Holidays (at least ½ of the employees including the Supervisor should be deployed all seven (07) days for these premises or as recommended by the Institute and additional payment will not be paid in this regard and all the cost should be covered within the BOQ value).**

*** Janitorial, cleaning & maintenance services are requested above only for the main institute premises and the outside old hostel areas with surrounding (10-acre land). On request, few janitors should be assigned for the 40 acre farm land from your existing janitors. Therefore, it is your responsibility to manage janitors to fulfil all the requirements.**

*** Rooms in Quarters I & II are not needed to clean daily basis but on request/as required to be cleaned (but all the area has added to the BOQ). However, Dining area, Kitchen and passage are needed to be cleaned daily.**

*** The extent of all the building areas has been added to the BOQ including ATM unit, photocopy center, reading area & old hostel area.**

*** Water bottles should be placed to the Dispensers in each section as required and empty bottles should be taken to the admin office.**

***Cleaning of Water tanks and the hostel sump should be attended on request of the institute.**

***Helping for preparing exam halls and re-arranging as requested should be done.**

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

***You must ensure that the proper payment of allowances to your employees 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.**

*** 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.**

2. Consumable and other item requirements

Following cleaning chemicals, consumables and cleaning accessories should be provided compulsorily. Please mention the quantities can be provided by your company.

CHEMICALS, CONSUMABLES FOR CLEANING

<i>Product</i>	<i>Brand Name</i>	<i>Total Quantity (Monthly)</i>
Surfactant		
Toilet cleaner		
Surface Disinfectants		
Other category of Disinfectants		
Air Fresheners (solid and liquid)		
Dish wash (Bar / Liquid)		
Garbage bags		
Bleaching powder/liquid		
Polish		
Wax		
Soap		
Toilet papers		

Cleaning accessories

<i>Product</i>	<i>Total Quantity</i>
Brooms	
Rubber Viper	
Mops with buckets	
Toilet brush	
Small Cleaning brush	
Mamoties	
Shovels	
Knives big and small	
Buckets	
Pruners/ Secateurs	
Other Items	
Rakers	

**All the chemicals used should have SLS. Please mention here details. Fuel should be supplied by the Bidder for Grass cutting machines.

** If space is not sufficient, pls attach a separate sheet. All other cleaning consumables and accessories/tools other than mentioned above should be provided by the Service provider when required.

University of Colombo Institute for Agro-technology and Rural Sciences

JANITORIAL, CLEANING & MAINTENANCE SERVICES 2023/2024

N o	Places/buildings to be visited	Date	Signature of the Officer
1	Administrative Building		
2	Academic building with old tissue culture laboratory		
3	New Tissue Culture Laboratory		
4	New Hostel		
5	New Lecture hall building		
6	Old hostel (outside the main premises) and Stores and old admin building		
7	Staff quarters I & II		
8	External areas and around the buildings and the grass cutting areas		