

UNIVERSITY OF PERADENIYA

Provision of Security Services

2023/2024

Bidding Document

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SECTION - I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The employer, as defined in the section II - bidding data, invites bids for the Services, as described in the Section VI - employer's requirements. The name and identification number of the contract is provided in the section II - bidding data
- 1.2 The successful bidder will be expected to complete the performance of the services by the Intended completion date provided in the section II - bidding data.

2. Qualification and experience of the bidder

- 2.1 All bidders shall submit duly filled and signed form of bid and qualification information given in the section III.
- 2.2 As stated in the section II - bidding data, all bidders shall include the following information and documents with their bids.
- a. List of services performed in the last five years;
Experience of services providing not less than 160 Security personnel to a one place/ one organization at a given time, and details of such services along with the annual contract sum and names and address of clients whom may be contacted for further information.
 - b. List of security material/ equipment proposed to be used to carry out the contract;
 - i. Full uniform with all the relevant items
 - ii. Rain coats
 - iii. Boots
 - iv. Flashlight/ Torch
 - v. Notepad and pen
 - vi. Two way radio (Walki-talky) (minimum of 15 walki-talkies essential) and any other communication equipment
 - vii. Metal detectors (when required)
 - c. Basic requirements of key staff proposed for the contract.
 - i. Age should not less than 18 years and not more than 60 years.
 - ii. Minimum height should be 5'4"
 - iii. All security guards should be in good mental and physical health
 - iv. Should have passed grade 8 examination with acceptable literacy skills

- d. The bidders should comply with the statutory requirements including EPF and ETF payment given in the wages board ordinance.
- e. The bidder should obtain an insurance to cover the personal injuries and accidents that can potentially happen to security personnel deployed at the University of Peradeniya during the period of employment.
- f. Other information requested in the section II - bidding data.

3. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of his/ her bid, and the employer will not be liable or responsible for those costs.

4. Site visit

The bidders, at the bidder’s own responsibility, are encouraged to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidder’s own expense.

B. BIDDING DOCUMENT

5. Content of the bidding document

Section I	Instructions to Bidders
Section II	Bidding Data
Section III	Forms of Bid and Qualification and Information and Detailed Price Schedule
Section IV	Conditions of Contract
Section V	Details of the Contract
Section VI	Employer’s Requirements
Section VII	Activity Schedule
Section VIII	Security Form
Section IX	Detailed Price Schedule

6. Clarification of Bidding Document

A prospective bidder requiring any clarification on the bidding documents may notify the employer in writing at the employer’s address indicated in the section II - bidding data.

C. PREPARATION OF BIDS

7. Language of bid

The bid and all other correspondence in relation to bid shall be in English Language.

Date :

Signature of the Bidder :

8. Documents comprising of bid

1. The bidder shall submit the bid under two sealed envelopes as ORIGINAL and DUPLICATE:
2. The two covers shall then be enclosed and sealed in an outer envelope and shall;
 - (i) be addressed to the employer at the address provided in the section II - bidding data,
 - (ii) bear the name and identification number of the contract as defined in section II - bidding data, on the top left hand corner of the envelope.

9. Currency of bid and payment

All prices quoted by the bidder and the payments shall be in Sri Lankan Rupees.

10. Bid validity

1. Bids shall remain valid for the period specified in the bidding data (120 days).
2. In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid security (if submitted). A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security (if submitted) for the period of the extension.

11. Bid security

1. The bid Security specified in section II - bidding data, shall be irrevocable and unconditionally encashable upon the 1st written request by the employer.
2. Any bid not accompanied by an acceptable bid security shall be rejected by the employer.
3. The bid security of unsuccessful bidders will be returned after the successful bidder signs the agreement and furnish required performance security.
4. The bid security of the successful bidder will be released after bidder signing the agreement and furnished the required performance security.
5. The bid security may be forfeited:
 - I. if the bidder withdraws the bid after bid opening during the period of bid validity;
 - II. if the bidder does not accept the correction of the bid price, pursuant to clause 21; or
 - III. if the successful bidder, fails to:
 - a) sign the contract; or
 - b) furnish the required performance security.

D. SUBMISSION OF BIDS

13. Sealing and marking of bids

1. The outer envelope prepared in accordance with sub-clause 8 shall:

- (a) be addressed to the employer at the address provided in the bidding data;
 - (b) bear the name and identification number on the top left hand corner of the envelop of the contract as defined in the bidding data
2. The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened if required.
 3. If the envelope is not sealed and marked as above, the employer will not be responsible for the misplacement or premature opening of the bid.

14. Deadline for submission of bids

1. Bids shall be delivered to the employer at the address specified above no later than the time and date specified in the bidding data.
2. Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.
3. A pre bid meeting will be scheduled on 26th January 2023 at 10.00 a.m. at the Senate House of the University of Peradeniya in order to clarify any concerns.

15. Late bids

1. Any bids received after the deadline prescribed in Clause Number 14 will be returned unopened to the bidder.

E. BID OPENING AND EVALUATION

16. Bid opening

1. The employer will open the envelope marked, ORIGINAL, in the presence of bidders’ or his designated representatives authorized (in writing) by the original bidder to attend at the time, date, and location stipulated in the bidding data. The bidder, his/her representative who is present shall confirm their attendance by signing the attendance sheet.
2. The bidders’ name, the presence (or absence) of bid security, the presence (or absence) of the non-refundable tender fee and any such other details or discounts/ concessions as the employer may consider appropriate, will be announced by the employer at the opening.

17. Clarification of bids

1. To assist in the examination, evaluation, and comparison of bids, the employer may, at the employer’s discretion, request any bidder for clarification of the bidder’s bid, including breakdowns of the prices in the activity schedule, and other information that the employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids.

Date :

Signature of the Bidder :

18. Examination of bids and determination of responsiveness

1. Prior to the detailed evaluation of bids, using the information provided in "ORIGINAL" envelope 1, the employer will determine whether each bid (a) is accompanied by the required securities; and (b) is substantially responsive to the requirements of the bidding documents.
2. A substantially responsive bid is one which conforms to all the terms, conditions, and employer's requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the services; (b) which limits in any substantial way, inconsistent with the bidding documents, the employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
3. If a bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Evaluation of bids

1. The employer will evaluate and compare only the bids determined to be qualified as substantially responsive in accordance with clause 18.1 and experience in Clause Number 2.
2. Before evaluating the ORIGINAL bid, the employer will determine whether the bid is signed properly.
3. The employer evaluates the ORIGINAL bid on the basis of their responsiveness to the employer's requirements, applying the evaluation criteria,
4. During the evaluation of ORIGINAL bid, the employer will determine whether the bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the bidding document. In order to reach such a determination, the employer will examine the information supplied by the bidders, and other requirements in the bidding document.

20. Evaluation of financial qualifications

1. The employer 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 Number 21.
 - b) applying any discounts offered by the bidder.

21. Correction of errors

1. Bids determined to be substantially responsive will be checked by the employer for any arithmetic errors. Arithmetical errors will be rectified by the employer as per section 7.9.2 of the procurement guideline.
2. The amount stated in the bid will be adjusted by the employer in accordance with the above provisions of the procurement guideline. 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 Number 11.

Date :

Signature of the Bidder :

F. AWARD OF CONTRACT

22. Employer's right to accept any bid and to reject any or all bids

The employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

23. Award criteria

Subject to the clause Number 24, the employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has offered the lowest evaluated bid prices using the selection criteria given in bidding data.

24. Notification of award and signing of agreement

1. The bidder whose bid has been accepted will be notified in writing by the employer prior to expiration of the bid validity period. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the employer will pay the service provider in consideration of the services provided by the service provider as prescribed by the section IV - conditions of contract (hereinafter specified as conditions of "contract price").
2. The notification of award confirms the successful bidder to provide the said service.

25. Performance security

1. As requested in the bidding data, within 14 days after receipt of the Letter of Award, the successful bidder shall deliver to the employer a performance bond in the amount and in the form of bank guarantee from a recognized bank as stipulated in the section V - contract data, denominated in the type and proportions of currencies in the letter of award and in accordance with the general conditions of contract (refer section V - contract data).

SECTION II - BIDDING DATA

Section II - Bidding Data

1. The employer is University of Peradeniya (**Ref. 1.1 A. General**)

The name and identification number of the contract is as follows;

Name - **Provision of Security Service for University of Peradeniya**

Contract No **UOP/GSD/SEC/2023-2024**

2. The Intended contract period is 365 days from the date of commencement (**Ref. 1.2 A General**)

3. The information required from bidders in sub-clause Number 2.2 are: **(Ref. 2.2 A GENERAL)**

I. Details relevant to evaluate bidder's capacity

- (a) List of services in similar capacity and projects/contracts performed in the last five years,
- (b) Experience of services providing not less than 160 security personnel to a one place/ one organization at a given time, and details of such services along with the annual contract sum and names and address of clients whom may be contacted for further information.
- (c) Lists of security material/ equipment supposed to be utilized;
 - Full uniform with all the relevant items
 - Rain coats
 - Boots
 - Flashlight/ Torch
 - Notepad and pen
 - Two way radio (Walki-talky) (minimum of 15 walki-talkies essential) or any other communication equipment
 - Metal detectors (when required)
- (d) Reference letters from clients on bidder's past performance;
- (e) Letter from the Ministry of Defence to prove that the security firm has been provided with a license.
- (f) 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 bids which are not satisfying above will be rejected.

II. Details relevant to evaluate the financial capacity of bidder such as audited accounts turnover within recent last five years, latest banking facilities and Bank details etc.

Clause reference

The address for clarifications is

DEPUTY REGISTRAR
GENERAL SERVICES DIVISION
UNIVERSITY OF PERADENIYA
PERADENIYA

- 4. The period of bid validity shall be 120 Days. **(Ref. 10.1 C. PREPERATION OF BIDS)**
- 5. The amount of bid security shall be 1% of the total bid price. The bid security shall be valid up to 07th June 2023. **(Ref. 11.1 C. PREPERATION OF BIDS)**
- 6. The employer's address for the purpose of bid submission is **(Ref. 13.1 D. SUBMISSION OF BIDS)**

Date :

Signature of the Bidder :

THE CHAIRMAN
UNIVERSITY PROCUREMENT COMMITTEE
UNIVERSITY OF PERADENIYA
PERADENIYA

For identification of the bid, the envelopes should indicate:

Contract: **Provision of Security Service for University of Peradeniya - 2023/2024**

Contract No. **UOP/GSD/SEC/2023-2024**

7. The deadline for submission of bids shall be on 1.00 p.m. 07th February 2023 (**Ref. 14.1 D. SUBMISSION OF BIDS**)
8. Bids will be opened at 1.30p.m. on 07th February 2023 at the following address (**Ref. 16.1 E. BID OPENING AND EVALUATION**)

SENATE HOUSE
UNIVERSITY OF PERADENIYA
PERADENIYA

Amendments or supplements to, clauses in the instructions to bidders.

9. Criteria for evaluation of qualification and experience; (Ref. 19.4 E. BID OPENING AND EVALUATION)

Experience in similar assignments;

The determination will take in to account the bidder's involvement in the similar assignments in the recent past.

Key Staff

The determination will take in to account the bidder's proposed approach including the allocation of number of qualified security officers as mentioned in section VI in providing the service.

Client's Reference

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

Financial Capability

Audited financial statement of last 05 years should be submitted along the bidding documents.

The minimum amount of liquidated assets and/ or bank facilities net of other contractual commitments and exclusive any advance payment which may be under the contract shall be not less than Rupees 16 Million.

Insurance

An all risk insurance policy for Rupees Ten Million (Rs. 10,000,000.00), acceptable to the University of Peradeniya. The insurance policy should cover a period not less than Three Hundred and Sixty Five days (365).

Date :

Signature of the Bidder :

SECTION III

FORMS OF BID, QUALIFICATION INFORMATION AND DETAILED PRICE SCHEDULE

Form of bid

Name of Contract: Provision of Security Service for University of Peradeniya - 2023/2024

To: THE CHAIRMAN, UNIVERSITY PROCUREMENT COMMITTEE, UNIVERSITY OF PERADENIYA, PERADENIYA

Dear Sir,

Having agreed with the conditions of the bidding document and the sections I to IX therein, I/We the undersigned, offer to provide the security service for the University of Peradeniya laid down in contract, UOP/GSD/SEC/2023-2024 at price of Rs..... cents (amount in figures) without VAT, Rs..... cents (amount in figures) with VAT, (Rupees) (amount in words) (Bidder sum carried over from Section IX detailed price schedule)

a) I/We acknowledge the section III.

Registered name of the bidder:		
Address of the bidder:		
Telephone:	Fax No :	E-mail Address :
Name and title of the authorized signatory:		
Signature:		
Rubber Stamp :		
Details of the Witness:		
Name:		
Address:	NIC No:	
Signature:		

Date :

Signature of the Bidder :

Qualifications of the bidder

Schedule A -Experience of service providing not less than 160 security personnel to a one place/ one organization at a given time, within the last five years. Please include evidence for each assignment. Experience without documentary evidence will not be considered for evaluation.					
Period	Name and address of the Employer	category of the employer (Ex. Education, Health ...)	Telephone numbers of the employer	No. of Security personnel assigned	Bid sum (without VAT)

(Note : Attach separate papers if necessary)

Date : Signature of the Bidder :

Schedule B - Key Staff

Bidder should provide details of the proposed number of security personnel to be allocated per shift as given in the activity schedule.

- 1. Site organization (provide details of supervisory staff, their responsibilities, authorities, duties etc.)
- 2. Number of security guards required per shift, experiences in carrying out similar assignment etc.

SCHEDULE C - Financial Capacity

Attach certified copies of following documents

- 1. Audited financial statements for last five years
- 2. Latest banking facilities and Bank Details certified by the bank
- 3. Any other information relevant to verify the financial capacity of the bidder.

SCHEDULE D - Approval of the Ministry of Defence

- 1. Attach certified copies of license issued by the Ministry of Defence.

CHECK LIST FOR SUBMISSION OF DOCUMENTARY WITH THE BIDDING DOCUMENT

1	List of services in similar capacity and projects/ contracts performed in the last five years	
2	Experience of services providing not less than 160 security personnel to a one place/ one organization at a given time	
3	List of security materials/ equipment supposed to be utilized	
4	Reference letters from clients on bidder's past performance	
5	Letter from Ministry of Defence to prove that the security firm has been provided with a license	
6	Details of VAT registration	
7	Details on statutory requirements including EPF and ETF payments	
8	Details relevant to evaluate the financial capacity	
	Audited accounts	
	Latest banking facilities and banking details	
9	Bid security	

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

Amount charged for a Lady Security Officer per shift of 12 hours =

Amount charged for a Junior Security Officer per shift of 12 hours =

Officer	Required Shifts per Day	Rate per Shift (Rs.) (without VAT)	Amount per Day (Rs.) without VAT	Amount for one year - without VAT (Rs.) (Rate*shift*365)
OIC	03			
LSO	17			
JSO	138			
Total	158			
Total without VAT (Rs.)				
VAT (Rs.)				
ANY OTHER RELEVANT TAXES				
Grand Total with VAT (Rs.)				

Total cost for One Year (12 Months)

(without VAT) (Rs.) =

Value Added Tax (VAT) 15% (Rs.)=

Any other relevant taxes =

Total value with VAT (Rs.) =

(Bidder sum carried over to form of bid on page no 15)

VAT Registration Number =

I hereby certify that the above information are true and correct according to the best of my knowledge.

Name of the Bidder =

Address of the Bidder =

Signature of the Bidder =

Date =

SECTION IV CONDITIONS OF CONTRACT

Section IV. Conditions of contract

1. General provisions

1.1 Definitions

Qualification experience of the bidder

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

- (a) “Activity Schedule” is the priced and completed list of items of services to be performed by the service provider forming part of his bid;
- (b) “Completion Date” means the date of completion of the services by the service provider as certified by the employer
- (c) “Contract” means the contract signed by the parties, to which these conditions of contract (CC) are attached, together with all the documents listed in section 5.1 under bidding document.
- (d) “Contract Price” means the price to be paid for the performance of the services, in accordance with the form of bid.
- (e) “Employer” means the party who employs the service provider
- (f) “Party” means the employer or the service provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the service provider as employees and assigned to the performance of the services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose bid to provide the services has been accepted by the employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the service provider to the employer
- (j) “Employer’s Requirements” means the employer’s requirements of the service included in the bidding document submitted by the service provider to the employer
- (k) “Services” means the work to be performed by the service provider pursuant to this contract, as described in appendix A; and in the.

1.2 Applicable law

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

1.3 Language

This contract has been executed in English Language. Contract agreement will be in Sinhala Language.

1.4 Notices

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

1.5 Location

The services shall be performed at such locations as are specified in section VI, in the employer's requirements and where location of a particular task is not so specified, at such locations, as the employer may approve (number of staff specified in section VII).

1.6 Authorized representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the service provider may be taken or executed by the officials specified in the contract data.

2. Commencement, Completion, Modification, and Termination of contract

2.1 Effectiveness of contract

This contract shall come into effect on the date the contract is signed by either parties or such other later date as may be stated in the contract data section V.

2.2 Starting date

The service provider shall start carrying out the services seven (07) days after the date the contract becomes effective, or at such other date as may be specified in the contract data.

2.3 Contract period

The intended contract period is 365 days from the date of commencement of the contract.

2.4 Force majeure

2.4.1 Definition

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No breach of contract

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises

from an event of force majeure, provided that the party affected by such an event,

- a. Has taken reasonable precautions. Due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and
- b. Has informed the other party as soon as possible about the occurrence of such an event.

2.4.3 Payment

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.

2.5 Termination

The employer may terminate this contract, by not less than thirty (30) days' written notice of termination to the service provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this clause 2.5 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 seven (07) days after being notified or within any further period as the employer may have subsequently approved in writing;
- b. if the service provider did not provide the service completely for a period of 3 days.
- c. if the service provider does not maintain a performance security in accordance with the conditions of contract;
- d. If the service provider become insolvent or bankrupt.
- e. 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 thirty (30) days; or
- f. if the employer, in its sole discretion, decides to terminate this contract.

2.5.1 By the employer

If the contract has been terminated by the employer under any of one reason given under (a) to (d) above the performance security may be forfeited by the employer.

2.5.2 By the service provider

The service provider may terminate this contract, by not less than thirty (30) days' written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause 2.5.2:

- (a) If the employer fails to pay any monies due to the service provider pursuant to this contract and not subject to provider pursuant to this contract and not subject to dispute pursuant to clause 8 within sixty (60) days after receiving written notice from the

service provider that such payment is overdue; or

- (b) If as the result of force majeure, the service providers are unable to reform a material portion of the services for a period of not less than sixty (60) days.
- (c) If the service provider, in its sole discretion decides to terminate this contract.
- (d) If the contract has been terminated by the service provider under reason (c) above the performance security may be forfeited by the employer

2.5.3 Payment upon the termination

Upon termination of this contract pursuant to clauses 2.5.1 or 2.5.2,

- (a) remuneration pursuant to clause 6 for services satisfactorily performed prior to the effective date of termination;

3. Obligations of the service provider

3.1 General

- (a) The service providers shall perform the services in accordance with the employer's requirements and the activity schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- (b) The service providers shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the employer, and shall at all times support and safeguard the employer's legitimate interests in any dealings with subcontractors or third parties.
- (c) The service provider is not allowed for entering in to subcontract for whole or any part of the service.

3.2 Confidentiality

The service provider and the personnel shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the employer's business or operations without the prior written consent of the employer.

3.3 Service providers' actions requiring employer's prior approval

The service providers shall obtain the employer's prior approval in writing before taking any of the following actions:

- (a) changing the program of activities; and
- (b) any other action that may be specified in the contract data.

3.4 Performance security

The service provider shall provide the performance security to the employer no later than the date specified in the letter of acceptance in an amount equal to the amount as given in contract data. The performance security shall be issued in an amount and form and by a bank approved by the Central Bank of Sri Lanka. The performance security shall be valid until a one month from the end of the contract period.

3.5 Insurance for employees

The selected bidder should submit an Insurance to cover the personal injuries and accidents that can potentially happen to security personnel to be deployed at the University of Peradeniya during the period of employment.

3.6 Communication facilities

Two way communication facilities should provide to security personnel deployed at the University of Peradeniya.

4. Service provider’s personnel

4.1 Description of personnel

The names, addresses, identity card numbers, job descriptions and estimated periods of engagement in the carrying out of the services of the service provider’s personnel should be submitted to the employer within seven (07) days of signing the agreement.

4.2 Removal and/or replacement of personnel

- a. In case of replacement of personnel or engaging new personnel the service provider should acknowledge the employer with all relevant details given under clause 4.1 before replacement or engaging.
- b. If the employer finds that any of the personnel have
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the service provider shall, at the employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the employer.
- c. The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

5. Obligations of the employer

5.1 Assistance and exemptions

The employer shall use its best efforts to ensure that the service provider shall be provided assistance and exemptions as specified in the contract data if any.

5.2 Change in the applicable law

If, after the date of this contract, there is any change in the applicable law with respect to

taxes and duties which increases or decreases the cost of the services rendered by the service provider, then the payment and reimbursable expenses otherwise payable to the service provider under this contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in clauses 6.1 (a) or (b), as the case may be.

6. Payments to the service provider

6.1 Monthly payment

The service provider's payment shall not exceed the contract price. Except as provided in clause 5.2, the contract price may only be increased above the amounts stated in clause 6.2 if the parties have agreed to additional payments in accordance with clauses 6.3.

The company admits that the University has the right to recalculate these amounts in the following occasions.

(A) If the number of security personnel employed during any month is less than the number of security personnel as requested by the University, the amount to be paid is recalculated according to the number, before payment.

(B) If it is revealed that a lesser number of security personnel are employed, in additions to above mentioned recalculation, a fine of 60% per shift per security personnel will be recovered.

6.2 Contract price

The Contract price is set forth in the contract data.

6.3 Payment for additional services

For the purpose of determining the payment due for an additional services should be agreed upon both parties. Based on services in similar nature in the activity schedule.

6.4 Terms and conditions of payment

Payments will be made to the service provider and according to the payment schedule stated in the contract data.

7. Quality control

7.1 Identifying defects

The employer shall check the service provider's performance and notify him of any defects that are found.

7.2 Correction of defects, and lack of performance penalty

- a. The employer shall give notice to the service provider of any defects at any time of the service.
- b. Every time notice a defect is given, the service provider shall correct then notified defect as soon as possible.

- c. If the service provider has not corrected the employer will assess the percentage of lack of performance at the monthly review meetings as describe under section VI - employer’s requirements and the monthly remuneration shall be calculated accordingly.

8. Settlement of disputes

8.1 Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

8.2 Dispute settlement

- (a) Any dispute arises between the employer and the service provider in connection with, or arising out of, the contract or the provision of the services, whether during carrying out the services or after their completion, which was no settled amicably in as with sub clause 8..1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
- (b) The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause (c) below.
- (c) The party desiring arbitration shall nominate five 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.

<h2>SECTION V DETAILS OF THE CONTRACT</h2>
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Section V. Details of the contract

Clauses in brackets are optional; all notes should be deleted in final text.
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Amendments of, and supplements to, clauses in the section IV - conditions of contract.

Number of CC clause

The contract name is **Provision of Security Service for University of Peradeniya-2023/2024 (Ref. (c) 1.1 1. General Provisions)**

The employer is The Vice-Chancellor, University of Peradeniya, Sri Lanka. **(Ref. (e) 1.1 1. General Provisions)**

The service provider is [insert name] **(Ref. (h) 1.1 1. General Provisions)**

The addresses are: **(Ref. 1.4 1. General Provisions)**

Employer THE VICE-CHANCELLOR
UNIVERSITY OF PERADENIYA
PERADENIYA

Service provider: *To be filled after selection:*

.....

Tele:

Fax:

The authorized representatives are

For the employer: Deputy Registrar/ General Services Division

For the service provider: **(Ref. 1.6 1. General Provisions)**

The date on which this contract shall come into effect is [date]. **(Ref. 2.1 2. Commencement, Completion,)**

[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the contract by the bank, effectiveness of bank loan/IDA credit, receipt by service provider of advance payment and by employer of bank guarantee]

The starting date for the commencement of services is [date].] **(Ref. 2.2 2. Commencement, Completion,)**

The intended completion date of service is [date]. **((Ref. 2.3 2. Commencement, Completion,)**

Performance guarantee shall be ten percent (10%) of the contract price **(Ref. 3.4 3. Obligations of the Service Provider)**

The selected service provider should not recruit security officers of any of other service providers or contractors who are doing contracts in the University of Peradeniya. If it was done by the service provider and due to that the other service provider's or contractor's work was affected, the employer will act according to sub-clause 4.2 as per the conditions of contract in removing of such security officers. **(Ref. 4.1 4. Service Provider's Personnel)**

The contract price is Sri Lankan Rupees **(Ref. 6.2 6. Payments to the Service Provider)**

Payments shall be made on monthly basis according to the quality of service. Service Provider's performance and allocation of security guards are proposed by the service provider in the activity schedule **(Ref. 6.4 6. Payments to the Service Provider)**

SECTION VI

EMPLOYER'S REQUIREMENTS

Section VI - Employer's requirements

A – Description of the services

A.1 Scope of the work

The service provider should ensure the security of all locations given below.

1. Officer In Charge for the Management & Supervision of security personnel provided to the University of Peradeniya (should be stationed at the University Security Office)
2. Upper Hanthana Guest House
3. Main Library Cloak Room
4. University Play Ground
5. Hindagala hall
6. A/Q 40 Hostel, Dangolla
7. Ivor Jennings Hostel
8. Centre for Distance & Continuing Education
9. Faculty of Dental Sciences
10. Faculty of Dental Sciences (New 05 storied Building/ E Building)
11. Library - Faculty of Dental Sciences
12. Science Studies Resource Center
13. Faculty of Allied Health Sciences
14. Library of Faculty of Allied Health Sciences
15. Faculty of Medicine
16. Faculty of Arts - New Arts Building
17. Staff Development Centre
18. Faculty of Veterinary Medicine & Animal Science and Clinic
19. Library of Faculty of Veterinary Medicine & Animal Science
20. Veterinary Teaching Hospital - Faculty of Veterinary Medicine & Animal Science
21. Center for Aquatic Animal Disease Diagnosis and Research - Faculty of Veterinary Medicine & Animal Science
22. Mawalawatta Veterinary Farm - Faculty of Veterinary Medicine & Animal Science
23. Library - Faculty of Agriculture
24. Administration Building - Faculty of Agriculture
25. Meewathura Agriculture Farm - Faculty of Agriculture
26. Mawalawatta Agriculture Farm - Faculty of Agriculture
27. Dodangolla Agriculture Farm - Faculty of Agriculture
28. Mahailuppallama Sub Campus - Faculty of Agriculture
29. Postgraduate Institute of Agriculture
30. Postgraduate Institute of Science
31. Department of Law - Faculty of Arts

32. Postgraduate Institute of Humanities and Social Sciences
33. Faculty of Management
34. Dental Hospital
35. International Research Center
36. Rajya Osusala - Faculty of Allied Health Sciences
37. Gal Palliya
38. Augusta Hill Junction
39. Faculty of Engineering (For the entire Faculty premises)
40. Mahakanda Hostel
41. Lalith Ethulathmudali Hostel
42. Faculty of Science
43. Upper Hanthana Security Point
44. New Ramanathan Hostel Sarasavi Madura I, II
45. Health Center
46. Sarasaviyuyana Road entrance
47. Department of Geology - Faculty of Science
48. Department of Education - Faculty of Arts
49. Biological Laboratory - Faculty of Veterinary Medicine and Animal Science
50. Maintenance Division
51. Center for Research in Oral Cancer - Faculty of Dental Sciences
52. Mawalawatta Delta Security Point
53. Department of Crop Science - Faculty of Agriculture
54. Entrance of the Akbar Bridge
55. Ramanathan Hostel
56. Department of Crop Science New Building (Faculty of Agriculture)

1. Bidder should indicate the cost of services as follows
 - (a) Amount charged for an OIC shift of 12 hours.
 - (b) Amount charged for a security guard (JSO and LSO) per shift of 12 hours.
2. The Registrar/Vice-Chancellor will determined the additional security points and security personnel required above the approved number if and when necessary depending on the needs of the University.
3. All the staff engaged by the bidder should be properly attired in uniforms (shoes, caps etc.) while on duty.
4. All the staff on duty should provide with rain-coats, torches and any other items when and where necessary by the bidder.
5. Names of all staff on duty on each day shall be given to the University authorities as authorized by the Vice-Chancellor or the Registrar.
6. It should be specifically noted that the University reserves the right to request the withdrawal of any person on duty without assigning reasons.
7. Only the persons with maturity, training and experience shall be employed for duty at the

University.

8. The staff employed on duty shall comply with the instructions issued by the University authorities.
9. All the personnel on duty shall be supervised by a senior officer nominated by the University who shall liaise with the University authorities.
10. The staff on duty should be well conversant with firefighting, first aid and use of walkie-talkies, communication equipment and other modern security equipment etc.
11. The staff engaged by the bidder for duty in the University should report to the University authorities nominated by the Vice-Chancellor or the Registrar on any matter involved with the students/ staff or any other.
12. The security services should be provided round the clock and required number of security personnel should be employed for each shift. **The failure to do so will result in the deductions of the appropriate amount/ and or penalty from monthly settlement of bills.**
13. Number of hours for a shift is twelve. The company should not deploy security guards in service for over twelve hour shift by violating the labour rules. If in case they were deployed in service over twelve hours during their leisure time, payments will not be made for the extra twelve hour shift. However, a security guard can be deployed in service for over twelve hours but not exceeding twenty four hours, for two days in a week at the stations mentioned in section VII on the written approval of the Chief Security Officer of the University in an unavoidable circumstance on the exigencies of service. Further, only eight shifts of such kind can be carried out for a month.
14. Bidders should fill the monthly bill for performing every location given in the activity schedule.
15. Minimum number of security guards required given in the each sub section is given to justify the quantum of work to be done. Bidders should inspect the buildings and area where the service should be provided and according to plans.
16. But bidders are **not allowed to decrease the number of security guards**. The increased number of security guards by the bidder or if not increased, the minimum requirement will be considered in calculating the service provider's payment.
17. If the bidder has not filled the proposed number of security guards in any sub section a fine of 60% per shift per security guard will be deducted.
18. Bidders should always have additional 10% staff ready.
19. All security guards should be in **good health condition** and should be **between the ages of 18 years to 60 years with good language skills**.

- OIC - Experience in similar assignment, Ability to manage workforce etc.
- JSO & LSO - Experience in similar assignment, good language literacy etc.

20. If a particular security guard is found to be below 18 years or over 60 years or is not in good health condition, the employer has the right to order or replace the particular security guards. The employer's instruction in such situation is binding and the service provider should take immediate actions to replace him or her.

21. The employer will not bear any responsibility for payments of EPF and ETF to service provider's security guards and the service provider should take all the responsibilities and actions to pay EPF and ETF according to labour regulations.

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

B.1 Performance Evaluation

To evaluate the performance of the service provider review meeting with the service provider or his authorized representatives and his supervisors will be held as required. These meetings are chaired by the Vice-Chancellor or his authorized representatives such as the Deputy Vice-Chancellor, the Registrar, Deputy Registrar/General Services Division, Chief Security Officer or any other designated officer of the University.

Following criteria will be discussed at the meeting and the performance of the service provider shall be evaluated accordingly.

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

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

B-2 Schedule of payment

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

If the University does not receive 60% or more overall performance/ attendance which is calculated based on actual payment against the monthly value in the activity schedule for total contract, for consecutive three months, the employer has the right to terminate the contract under the clause 2.5 of conditions of contract.

SECTION VII

ACTIVITY SCHEDULE

No	Location	Officer	Number of Security Personal				
			University Suggestions				
			Day			Night	
			12 hrs			12 hrs	
			OIC	JSO	LSO	OIC	JSO
1.	Officer In Charge for the Management & Supervision of security personnel provided to the University of Peradeniya (should be stationed at the University Security Office)	3	1			2	
2.	Upper Hanthana Guest House	2		1			1
3.	Main Library Cloak Room	2			2		
4.	University Play Ground	2		1			1
5.	Hindagala hall	2		1			1
6.	A/Q 40 Hostel, Dangolla	2		1			1
7.	Ivor Jennings Hostel	2		1			1
8.	Centre for Distance & Continuing Education	2		1			1
9.	Faculty of Dental Sciences	6		4	1		1
10.	Faculty of Dental Sciences (New 05 storied Building/ E Building)	4		3			1
11.	Library - Faculty of Dental Sciences	1			1		
12.	Science Studies Resource Center	2		1			1
13.	Faculty of Allied Health Sciences	2		1			1
14.	Library of Faculty of Allied Health Sciences	1			1		
15.	Faculty of Medicine	5		2	1		2
16.	Faculty of Arts - New Arts Building	1			1		
17.	Staff Development Centre	2		1			1
18.	Faculty of Veterinary Medicine & Animal Science and Clinic	3		1	1		1
19.	Library of Faculty of Veterinary Medicine & Animal Science	1			1		
20.	Veterinary Teaching Hospital - Faculty of Veterinary Medicine & Animal Science	1		1			
21.	Center for Aquatic Animal Disease Diagnosis and Research - Faculty of Veterinary Medicine & Animal Science	2		1			1
22.	Mawalawatta Veterinary Farm - Faculty of Veterinary Medicine & Animal Science	4		2			2
23.	Library - Faculty of Agriculture	3		1	1		1
24.	Administration Building - Faculty of Agriculture	2		1			1
25.	Meewathura Agriculture Farm - Faculty of Agriculture	4		2			2
26.	Mawalawatta Agriculture Farm - Faculty of Agriculture	5		2			3
27.	Dodangolla Agriculture Farm - Faculty of Agriculture	13		6			7

28.	Mahailuppallama Sub Campus - Faculty of Agriculture	14		4	2		8
29.	Postgraduate Institute of Agriculture	2		1			1
30.	Postgraduate Institute of Science	2		1			1
31.	Department of Law - Faculty of Arts	2		1			1
32.	Postgraduate Institute of Humanities and Social Sciences	2		1			1
33.	Faculty of Management	1					1
34.	Dental Hospital	5		1	3		1
35.	International Research Center	2		1			1
36.	Rajya Osusala - Faculty of Allied Health Sciences	2		1			1
37.	Gal Palliya	2		1			1
38.	Augusta Hill Junction	2		1			1
39.	Faculty of Engineering (For the entire Faculty premises)	7		3			4
40.	Mahakanda Hostel	2		1			1
41.	Lalith Ethulathmudali Hostel	4		2			2
42.	Faculty of Science	6		2	1		3
43.	Upper Hanthana Security Point	2		1			1
44.	New Ramanathan Hostel Sarasavi Madura I, II	1					1
45.	Health Center	1		1			
46.	Sarasaviyuyana Road entrance	2		1			1
47.	Department of Geology - Faculty of Science	2		1			1
48.	Department of Education - Faculty of Arts	1			1		
49.	Biological Laboratory - Faculty of Veterinary Medicine and Animal Science	2		1			1
50.	Maintenance Division	1					1
51.	Center for Research in Oral Cancer - Faculty of Dental Sciences	2		1			1
52.	Mawalawatta Delta Security Point	3		1			2
53.	Department of Crop Science - Faculty of Agriculture	2		1			1
54.	Entrance of the Akbar Bridge	2		1			1
55.	Ramanathan Hostel	1		1			
56.	Department of Crop Science New Building (Faculty of Agriculture)	2		1			1
		158	01	67	17	02	71
	Total				158		

- N.B. 1.You are advised to refer the above requirement of the security for University of Peradeniya when specifying charges for shifts.
2. Bidder is responsible for assign security officers to cover up all the shifts in all premises
3. Detail activity schedule will be provided.

SECTION VIII

Annexure 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 presents that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

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

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 21,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the five conditions, specifying 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 deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature of the Bank

Witness

Seal

Signature, name, and address

Annexure 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] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor
Name of Bank
Address
Date