



**BOARD OF INVESTMENT OF SRI LANKA**

**INVITATION FOR BIDS (IFB) FOR  
PROCUREMENT OF SECURITY SERVICES  
FOR KATUNAYAKE EXPORT PROCESSING ZONE,  
MIRIGAMA EXPORT PROCESSING ZONE AND  
MAWATHAGAMA EXPORT PROCESSING ZONE  
FOR A PERIOD OF TWO YEARS (2022-2024)**

**Contract No - BOI/S&S/Q/58/ 2022**

Board of Investment of Sri Lanka  
Administration Department, Level 09,  
West Tower, World Trade Center  
Echelon Square  
Colombo - 01.

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**INVITATION FOR BIDS FOR PROCUREMENT OF SECURITY SERVICES FOR THE  
KATUNAYAKE EXPORT PROCESSING ZONE, MIRIGAMA EXPORT PROCESSING ZONE  
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- 1) The Chairman, Procurement Committee-II, on behalf of the Board of Investment of Sri Lanka invites sealed bids from eligible and qualified Bidders for the provision of Security Services to the Katunayake Export Processing Zone, Mirigama Export Processing Zone and Mawathagama Export Processing Zone for a period of two years (2022-2024).
- 2) Bidding will be conducted through National Competitive Bidding (NCB) Procedure.
- 3) To be eligible for contract award, Bidders should have;
  - (a) Minimum of three (3) years experience in providing Security Services for at least one office complex or Industrial complex.
  - (b) Provided Security Services for an Office Complex or an Industrial Complex where at least 1000 workforce available at a time in maximum of two (2) locations.
- 4) Interested bidders may obtain further information from Executive Director (Security & Fire) of BOI on Telephone No. 011 2346159, 077 3502937 E-mail: [karunaratnembr@boi.lk](mailto:karunaratnembr@boi.lk) and inspect the Bidding Document from the Stores & Supplies Unit, Administration Department, Level 09, West Tower, World Trade Centre, Echelon Square, Colombo 01) between **09:00 hrs** and **15:00 hrs** during weekdays up to **22.04.2022**.
- 5) A virtual pre-bid meeting of this contract will be held at **10:00 hrs** on **20.04.2022** on an online platform (Google Meet) for which the link will be shared upon purchase of the bidding document / upon an email request to [lakshmanp@boi.lk](mailto:lakshmanp@boi.lk).
- 6) A Complete set of Bidding Document in English language could be purchased upon a request on a business letterhead and on a cash payment (non-refundable fee) of **Rs.3,000/- + VAT (8%)** to the Shroff of BOI at Level 08 up to **15:00 hrs on 22.04.2022** from the Stores & Supplies Unit, Administration Department, Level 09, West Tower, World Trade Centre, Colombo 01.
- 7) Sealed Bids addressed to the Chairman, Procurement Committee II, C/o Director (Administration), Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Centre, Colombo 01 may be sent either by registered post or may be deposited in the Tender Box kept in the Stores & Supplies Unit, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Colombo 01 to be reached on or before **14:00 hrs on 25.04. 2022**.
- 8) Late Bids will be rejected and Bids will be opened immediately after the closing time on an online platform (Google Meet) for which the link will be shared in advance with the suppliers who have purchased the bidding document.
- 9) Bids shall be valid up to **26.07.2022**.

**Chairman  
Board of Investment of Sri Lanka**

**PART 1**  
**Bidding Procedures**

# Section I. Instructions to Bidders

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<b>Section I. Instructions to Bidders</b>	
<b>A. General</b>	
<b>1</b>	<b>Scope of Bid</b>
1.1	The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply, installing & commissioning of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are specified in the BDS. The name, identification, and number of lots are provided in the BDS.
1.2	Throughout these Bidding Documents: <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2</b>	<b>Source of Funds</b>
2.1	The payment under this contract will be financed by the source <b>specified in the BDS</b>
<b>3</b>	<b>Ethics, Fraud and Corruption</b>
3.1	The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency: <ul style="list-style-type: none"> <li>• Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>• Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducements shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li> </ul>
3.2	The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy: <ul style="list-style-type: none"> <li>(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</li> <li>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>(c) “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and</li> <li>(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</li> </ul>
3.3	“If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

**4 Eligible Bidders**

- 4.1 All bidders shall possess legal rights to supply the Goods under this contract. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
  - (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
- 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).
- 4.4 Foreign Bidders may submit a bid only if so stated in the BDS.

**5 Eligible Goods and Related Services**

- 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied with other internationally accepted standards.

**B. Contents of Bidding Documents****6 Sections of Bidding Documents**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section V. Schedule of Requirements



### **PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **7 Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids.

### **8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

## **C. Preparation of Bids**

### **9 Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9.2

### **10 Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

**11 Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12 and 14;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 19, if required;
- (c) documentary evidence in accordance with ITB Clauses 16 and 27, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted
- (e) Any other document **specified in the BDS**.
- (f) Detail of the workshop
- (g) Bidders should inform the after-sale services they are going to offer under the contract.

**12 Bid Submission Form and Price Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

**13 Alternative Bids**

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14 Bid Prices and Discounts**

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer a discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin.
- (ii) However, VAT shall not be included in the price but shall be indicated separately.
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services.

- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 30.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

### **15 Documents Establishing the Eligibility of the Bidder**

- 15.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

### **16 Documents Establishing the Conformity of the Goods and Related Services**

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

### **17 Documents Establishing the Qualifications of the Bidder**

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
  - (b) that, **if required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

**18 Period of Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

**19 Bid Security**

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 19.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Sri Lanka or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by an institution acceptable to the Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for the period specified in the BDS.
- 19.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 19.1, shall be rejected by the Purchaser as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.
- 19.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
  - (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 29.3
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 39;
    - (ii) furnish a Performance Security in accordance with ITB Clause 40.

**20 Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids****21 Submission, Sealing and Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 22.1;
- (c) bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**22 Deadline for Submission of Bids**

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23 Late Bids**

- 23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Purchaser after the deadline for submission of bids shall be returned unopened to the Bidder.

**24 Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**25 Bid Opening**

- 25.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration. The Bidders’ representatives who are present shall be requested to sign the attendance sheet.

**E. Evaluation and Comparison of Bids****26 Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**27 Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 29.

**28 Responsiveness of Bids**

- 28.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**29 Non conformities, Errors, and Omissions**

- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such

omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited or its Bid-Securing Declaration executed.

### **30 Preliminary Examination of Bids**

30.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

30.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 19.

### **31 Examination of Terms and Conditions; Technical Evaluation**

31.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

31.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

31.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

### **32 Evaluation of Bids**

32.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

32.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 32. No other criteria or methodology shall be permitted.



- 32.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 32.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 32.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

### **33 Comparison of Bids**

- 33.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 32.

### **34 Post-qualification of the Bidder**

- 34.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **35 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 35.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **F. Award of Contract**

### **36 Award Criteria**

- 36.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**37 Purchaser's Right to Vary Quantities at Time of Award**

37.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**38 Notification of Award**

38.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.4.

**39 Signing of Contract**

39.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

39.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

**40 Performance Security**

40.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 19.4.

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is <b>Board of Investment of Sri Lanka</b>
ITB 1.1	The name of the NCB is; <b>“Bids for Procurement of Security Services to the Katunayake Export Processing Zone, Mirigama Export Processing Zone and Mawathagama Export Processing Zone for a period of two years (2022-2024)”</b>  The identification number of the NCB - <b>BOI/S&amp;S/Q/58/ 2022</b>
ITB 2.1	The source of funding is the <b>Board of Investment of Sri Lanka</b>
<b>B. Contents of Bidding Documents</b>	
ITB 7.1	For <b>Clarification of bid purposes</b> only, the Purchaser’s address is: Attention - Executive Director (Security & Fire) of BOI Address  <b>Board of Investment of Sri Lanka, Security &amp; Fire Department, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.</b>  Telephone: 011 2346159, 077 3502937  Electronic mail address: <a href="mailto:karunaratnemr@boi.lk">karunaratnemr@boi.lk</a>
<b>C. Preparation of Bids</b>	
ITB 10.1	The language of the bid is <b>English</b>
ITB 13.1	Alternative Bids <b>shall not be</b> considered.
ITB 18.1	The bid validity period shall be <b>91</b> days.
ITB 19.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms

ITB 19.2	<p>The amount of the Bid Security for each location shall be as follows;</p> <ul style="list-style-type: none"> <li>● <b>Katunayake Export Processing Zone- Rs. 305,000.00</b></li> <li>● <b>Mirigama Export Processing Zone -Rs. 163,000.00</b></li> <li>● <b>Mawathagama Export Processing Zone - Rs.153,000.00</b></li> </ul>
<b>D. Submission and Opening of Bids</b>	
ITB 21.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p style="text-align: center;"><b>“INVITATION FOR BIDS FOR PROCUREMENT OF SECURITY SERVICES FOR THE KATUNAYAKE EXPORT PROCESSING ZONE, MIRIGAMA EXPORT PROCESSING ZONE, MAWATHAGAMA EXPORT PROCESSING ZONE FOR A PERIOD OF TWO YEARS (2022-2024)”</b></p> <p>The identification number of the NCB - <b>BOI/S&amp;S/Q/58/ 2022</b></p>
ITB 22.1	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention: <b>Chairman Procurement Committee -II</b></p> <p>Address: <b>C/o Director (Administration), Board of Investment of Sri Lanka, Administration Department, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.</b></p> <p>Tender box is at the <b>Stores &amp; Supplies Unit, Administration Department, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>25 April 2022</b> Time: <b>14:00 hrs</b></p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Address: <b>Stores &amp; Supplies Unit, Administration Department, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.</b></p> <p>Date: <b>25 April 2022</b></p> <p>Time: <b>Bids will be opened immediately after the closing time</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 26 to 35	Refer Section III Evaluation and Qualification Criteria, for the evaluation methodology
<b>F. Award of Contract</b>	
ITB 36 to 40	The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents

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## Section III Evaluation and Qualification Criteria

*Please refer to part E of the ITB. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **Required Documents and Information:**

All bidders shall include the following information and documents in their bids;

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

### **Criteria for Evaluation of Qualification and Experience:**

	<b>Criteria</b>	<b>Maximum Points</b>	<b>Minimum Points</b>
<b>A</b>	Experience in similar assignments	<b>50</b>	35
<b>B</b>	Key Staff	<b>20</b>	15
<b>C</b>	Client Reference	<b>20</b>	15
<b>D</b>	Financial Capability	<b>10</b>	05
	<b>Total</b>	<b>100</b>	<b>70</b>

- A- **Experience in similar assignments:-**  
The determination will take into account the Bidder's involvement in similar assignments in the last three years.
- B- **Key Staff:-**  
Only the key staff proposed by the Bidder will be evaluated.
- C- **Client Reference:-**  
The references made by previous clients about the quality of the services provided by the bidder will be evaluated.
- D- **Financial Capability:-**  
All financial aspects including the annual turnover and other financial information will be evaluated.

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## **Section IV. Bidding Forms**

### **Table of Forms**

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Bid Submission Form	27
Price Schedule	29
Bid Security (Bank Guarantee)	30
Bid-Securing Declaration	31

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## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....

NCB No.: BOI/S&S/Q/58/2022

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name

.....

2. Bidder's Year of Registration:

.....

3. Bidder's Legal Address-

.....

.....

.....

.....

4. Bidder's Authorized Representative Information

Name: .....

Telephone/Mobile /Fax numbers: .....

Email Address: .....

## Qualification Information

### Notes on Form of Qualification Information

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

### SCHEDULE A

#### EXPERIENCE IN SIMILAR ASSIGNMENTS OF LAST THREE YEARS

Documentary evidence to prove that the Bidder has Provided security services for an office Complex or an industrial Complex where at least 1000 workforce was available at a time in maximum of two (2) locations.

Period	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		<b>Total</b>		



---

**SCHEDULE B  
KEY STAFF**

Qualifications and experience of key staff proposed for the Contract

Name	Position	Task

**SCHEDULE C  
CLIENT'S REFERENCE**

Attach the Certificates given by the Client's making reference on the services executed by the bidder.

<p style="text-align: center;"><b>SCHEDULE D</b>  <b>ANNUAL TURNOVER INFORMATION</b>  <b>(Last three years)</b></p> <p style="text-align: center;">Annual Turn-over information with certified copies of Audited financial statements for last three years (2018/19, 2019/20, 2020/21)</p>		
Year	Turn-over	Remarks
1		<p><b>Submit Audited Financial Statements for the last three (03) years (2018/19, 2019/20, 2020/21)</b></p>
2		
3		

<p><b>SCHEDULE E</b>  <b>CERTIFICATES</b></p>
<p>Bidders shall possess the following certifications and should submit certified copies of the same.</p>
<p><b>(i) Certificate of Registration and Annual License</b> – Bidders are required to forward the Certificate of Registration and Annual License incorporated under regulation of Private Security Agencies Act No. 45 of 1998 issued by the Ministry of Defence (a copy should be attached)</p> <p><b>(ii) Certificate of Incorporation</b> - Bidders should submit the Certificate of Incorporation under the new Companies Act No. 7 of 2007, issued by the Registrar of Companies, or in the alternative the Business Registration Certificate (a copy should be attached)</p>

---

**Form of Bid**

To: .....  
.....  
.....  
.....

[date].....

Having examined the bidding documents, we offer to provide the Services [name and identification number of Contract] in accordance with the Conditions of Contract, Employer's Requirements and activity schedule accompanying this Bid for the Contract Prices of [amount in numbers], [amount in words]

- a) Activity Schedule no 01 .....
- b) Activity Schedule no 02 .....
- c) Activity Schedule no 03 .....

or any other sum derived in accordance with the said documents.

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Bidder:.....

Address:.....

.....  
.....

Seal

## PRICE SCHEDULE FORM

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements)*

The Present Requirement of Security Personnel for the Katunayake Export Processing Zone, Mirigama Export Processing Zone and Mawathagama Export Processing Zone per day is as follows;

S. No	Location	Day Shift 12hrs			Night Shift 12hrs			Total	Mobile Vehicle	Communication Sets/ Mobile Phones
		OIC	JSO	LSO	OIC	JSO	LSO			
01	Katunayake EPZ	1	8	6	1	8	6	30	-	-
02	Mirigama EPZ	1	6	2	1	6	0	16	-	-
03	Mawathagama EPZ	1	6	1	1	6	0	15	-	-

**OIC – OFFICER IN CHARGE**

**JSO - JUNIOR SECURITY OFFICER**

**LSO- Lady Security Officer**

**(Note- The deployment of the number of personnel may vary in accordance with the day today requirements)**

## Activity Schedule NO.01

### SCHEDULE OF RATES – FOR KATUNAYAKE EXPORT PROCESSING ZONE

Description	Required strength	(A) Total No. of shifts per day (Rs.)	(B) Rate per shift (Rs.)	(C) Charge per day $A \times B = C$ (Rs.)	(D) Charge per month $C \times 30 \text{ days}$ (Rs.)
Officer-in-Charge	2				
Security Guard (Male)	16				
Security Guard (Female)	12				
Total Security Personnel	30				
<b>Total Charges per month for the total Security Personnel (Excluding VAT)</b> <i>D x 30 security personnel</i>		Rs.			
<b>Total charges per year (Excluding VAT)</b> <i>Total Charges per month X 12 Months</i>		Rs.			
<b>*(to be carried forward to the Bid Submission Form)</b>					

Authorized Signature: ..... Name : .....

Designation : .....

Date : .....

Company Seal

## Activity Schedule NO.02

### SCHEDULE OF RATES – FOR MIRIGAMA EXPORT PROCESSING ZONE

Description	Required strength	(A) Total No. of shifts per day (Rs.)	(B) Rate per shift (Rs.)	(C) Charge per day $A \times B = C$ (Rs.)	(D) Charge per month $C \times 30 \text{ days}$ (Rs.)
Officer-in-Charge	2				
Security Guard (Male)	12				
Security Guard (Female)	2				
Total Security Personnel	16				
<b>Total Charges per month for the total Security Personnel (Excluding VAT)</b> <i>D x 16 security personnel</i>					Rs.
<b>Total charges per year (Excluding VAT)</b> <i>Total Charges per month X 12 Months</i>					Rs.
<b>*(to be carried forward to the Bid Submission Form)</b>					

Authorized Signature: ..... Name : .....

Designation : .....

Date : .....

Company Seal

## Activity Schedule NO.03

### SCHEDULE OF RATES – FOR MAWATHAGAMA EXPORT PROCESSING ZONE

Description	Required strength	(A) Total No. of shifts per day (Rs.)	(B) Rate per shift (Rs.)	(C) Charge per day $A \times B = C$ (Rs.)	(D) Charge per month $C \times 30 \text{ days}$ (Rs.)
Officer-in-Charge	2				
Security Guard (Male)	12				
Security Guard (Female)	1				
Total Security Personnel	15				
<b>Total Charges per month for the total Security Personnel (Excluding VAT)</b> <i>D x 15 security personnel</i>		Rs.			
<b>Total charges per year (Excluding VAT)</b> <i>Total Charges per month X 12 Months</i>		Rs.			
<b>*(to be carried forward to the Bid Submission Form)</b>					

Authorized Signature: ..... Name : .....

Designation : .....

Date : .....

Company Seal

## Bid Guarantee

*[Note: the purchaser is required to fill the information marked as "\*" and delete this note prior to selling of the bidding document & this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- *[Insert issuing agency's name, and address of issuing branch or office]* -----

**\*Beneficiary:** ----- [name and address of Purchaser]

**Date:** ----- [insert (by issuing agency) date]

**BID GUARANTEE No.:** ----- [insert (by issuing agency) number]

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --- ----- *[insert amount in figures]* ----- *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

---

[signature(s) of authorized representative(s) ]



---

## **Bid-Securing Declaration**

*[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document & The Bidder shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----[insert date by bidder]

\*Name of contract -- [insert name]

\*Contract Identification No: -----[insert number]

\*Invitation for Bid No.: ----- insert number]

\*To: ----- [insert the name of the Purchaser]

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month], [insert year]

**PART 2**  
**Supply Requirements**

# Section V- Schedule of Requirements

## 1- PRESENT REQUIREMENT

The Present Requirement of Security Personnel for the Katunayake Export Processing Zone, Mirigama Export Processing Zone and Mawathagama Export Processing Zone per day is as follows;

S. No	Location	Day Shift 12hrs			Night Shift 12hrs			Total	Mobile Vehicle	Communication Sets/ Mobile Phones
		OIC	JSO	LSO	OIC	JSO	LSO			
01	Katunayake EPZ	1	8	6	1	8	6	30	-	-
02	Mirigama EPZ	1	6	2	1	6	0	16	-	-
03	Mawathagama EPZ	1	6	1	1	6	0	15	-	-

**OIC – OFFICER IN CHARGE**

**JSO - JUNIOR SECURITY OFFICER**

**LSO- Lady Security Officer**

**(Note- The deployment of the number of personnel may vary in accordance with the day today requirements)**

## 2- DESCRIPTION OF SERVICES

The said Security services shall be provided by the Service Provider in strict compliance with the terms and conditions contained herein.

1. Subject to the terms and conditions hereinafter contained the Company shall commence its services to the said Property and Premises till **31 April 2024** and undertake and agree during the continuance of this Agreement to guard, protect and otherwise secure the movable and immovable properties and belongings of the Board and the premises located in the said Property and Premises against theft, pilferage, burglary, arson, damage and loss caused by the employees of the Board or any person or persons whomsoever, and conduct spot checks daily at the gates and perimeter of the said Property and Premises.
2. The said security services to be provided by the Service Provider in strict compliance with the terms and conditions specified in the Schedule hereto.
3. The Service Provider shall take due care and diligence and discharge their duties to the entire satisfaction of the Board.
4. The Service Provider shall employ all personnel required for the performance of the Security Services on it's own and no such personnel whomsoever so engaged by the

Service Provider shall for any purpose in any manner whatsoever be regarded as an employee of the Board at any time.

5. The Service Provider shall employ Security personnel who shall supervise the Security Guards and make surprise visits during the day and night to the said Zone, to ensure that the said personnel are on the alert and performing their duties to the satisfaction of the Board.
6. During the hours of duty all Security personnel of the Service Provider deployed to carry out the Security Services are required to adhere to their duties as per the terms and conditions contained herein and such other written or standing orders made known to them from time to time by the Board.
7. The Security Personnel shall conduct security checks at the gates and the perimeter of the said Property and Premises and at all times of the day to check vehicles, personnel incoming and outgoing, goods brought in and taken out from the said Zone and inspect Fire fighting equipment and maintain registers connected with security. They shall also inquire into complaints whenever required to do so by the Board and forward reports of all facts and findings to the Board.
8. The Security Personnel of the Service Provider will not in any manner interfere with the administration rules and regulations and working norms of the Board and shall in addition to those specified in the Schedule hereto subject to carry out such directions and orders as may be given by any other authorized officers at respective location from time to time.
9. The Security personnel detailed for duty at the said Zone should report to the Officer-in-charge.
10. The Service Providers should ensure that the deployed personnel are physically and mentally fit for access control and security duties for longer durations and mature to serve in security points under all conditions. All deployed security personnel should not be rostered for more than **12 hours** continuously.
11. The Security personnel of the Service Provider shall be provided with suitable Identity cards which shall be produced to the Board for inspection as and when required to do so and all security personnel of the Service Provider shall be in complete uniform provided by the Service Provider whilst on duty.

#### **Details of the Identity Card**

Name of Service Provider, Name of the Employee, Service No of the Employee, Date of Issue & Expiry, National Identity Card Number, Employee's Signature, Company Logo, Rank / Appointment, Photograph of the Employee, Employer's Signature

---

**Details of the full Uniform are as follows:**

Beret / Peak Cap, Belt, Whistle, Applets, Shirt, Company Logo, Trouser, Lanyard, Rank, Shoes / Boots

**Male Uniform**

Should include Beret / Peak Cap, Shirt, Company Logo, Trouser, Belt, Shoes/Boots, Lanyard, Whistle, Rank, Applets

**Female Uniform**

Female employees should be dressed as per the company dress code.

12. The Security personnel of the Service Provider shall conduct themselves in an exemplary manner whilst on duty in the Zone and shall not be under the influence of liquor/narcotic drugs or consume any alcoholic beverage during the hours of duty and within the said Zone. The Service Provider providing security personnel shall ensure that no security personnel will enter the said Zone after their tenure of duty without permission from the Duty Officer.
13. The Service Provider should ensure that all Security personnel employed by them for Security Services at the said Zone shall be subjected to screening by the Police and the reports shall be submitted to the Board. In the event of the Board being dissatisfied with the conduct of any Security personnel of the Company. The Service Provider shall take steps not to detail such Security personnel on duty in the said Zone of the Board on being notified to do so.
14. The Service Provider hereby specially agrees that the Board shall not be liable for any injury or Dismemberment or the death of any Security personnel of the Service Provider during the course of their employment and that the Service Provider undertake to meet and pay, any compensation which may be claimed by any of the Security personnel of the Service Provider, in the event of any such Security Personnel sustaining any injury, dismemberment or death during the course of their employment and the Company shall pay compensation and all actual costs that may be incurred under any provisions of the Workmen's Compensation Ordinance or any other statutory provision or under the Common Law to any such Security Personnel.
15. For the security services to be rendered by the Service Provider in terms of this Agreement, the Board shall pay to the Service Provider an all inclusive payment for such services and such fee shall not vary in any manner during the continuance of this Agreement, Provided further that in case of any loss or damage that has occurred to the said property and premises where the Service Provider has been engaged to guard / protect and otherwise secure the premises without prejudice to any right or action or remedy by the Board in respect of any antecedent breach of any of the covenants herein contained be entitled to deduct or retain in the hands of the Board, any amount due to the Service Provider under the Provisions of this Agreement and apply the same against the amount of any loss or damage sustained or caused or expense incurred by the Board. Provided however the question whether any loss or damage sustained by the Board has been due to neglect of duty or any other lapse on the part of the Service Provider, an

investigation shall be conducted by the Board where a representative of the Service Provider shall participate in order to decide on the accountability.

16. The Service Provider hereby mutually agrees and undertakes to provide extra security personnel on request made by the Board at short notice on the same basis of payment and same terms and conditions as hereinbefore mentioned.
17. Service Providers should meet the basic welfare needs of the employees such as Tea, Snacks, Medical facilities and Death Donations etc.
18. **The Service Provider shall not employ a Security Officer / Guard for more than 45 shifts in any location for a Calendar Month. In the event a Security Officer / Guard exceeds the said 45 shifts, the Board shall not pay for the extra work done.**
19. The Board shall have the right to terminate the Agreement by giving One (01) calendar month's notice in writing if the Service Provider violates the terms and conditions herein mentioned.
20. The Service Provider shall have the right to terminate the Agreement without assigning valid reasons before the expiry of the agreement period after giving Ninety (90) days notice in writing to the Board.
21. The Service Provider shall be entitled to receive the payment due for the last date of the notification of default subject to deduction of penalties / damage non-performance up to the required levels and reimbursement of such costs, in the event of termination of this Agreement according to the clause 19 and 20 of this Agreement. However, if the Service Provider withdraws its services without giving prior written notice, the Service Providers shall not be entitled to receive any dues from the Board. The board will take necessary action to forfeit the Performance Bond.
22. Any dispute arising out of this Agreement shall be resolved amicably and if failure to do so, such dispute shall be referred to an Arbitrator/ arbitrators, mutually agreed upon and nominated by both parties, and that decision shall be final and conclusive.
23. The Service Provider shall **strictly comply with the minimum wages rates as specified in the relevant decision of the Wages Board for the Security trade established under the Wages Board Ordinance** and shall be monitored by the Board frequently.
24. The Board shall pay the rates given for the Security Personnel provided by the Service Provider per 12 hour shift. **The rates shall remain fixed through the period of the Agreement and shall only be increased in the event of statutory wage increases as gazetted under the wages board ordinance for Security personnel.**

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## 25. CERTIFICATE OF WORKMEN COMPENSATION

The Service Provider hereby especially agrees that the Board shall not be liable for any injury or dismemberment or the death of any Security personnel of the Service Provider in the course of employment and that the Service Provider undertake to meet any pay, any compensation which may be claimed by any of the Security personnel of the Service Provider, under the provisions of the Workmen's Compensation Ordinance or any other statutory provision or under the Common Law.

25.1 It is required to furnish the certificate of Workmen Compensation Policy for workmen Compensation from a reputed Insurance Company before the Commencement of the contract covering all security personnel who are deployed.

25.2 Workmen Compensation Policy shall be based on the compensation payable under the "Workmen Compensation Ordinance" of 1934 and subsequent amendments prior to the date of issue of the policy.

## 3- SCHEDULE OF PAYMENTS AND REPORTING REQUIREMENTS

### PAYMENTS

All payments are subjected to the following conditions.

- (a) The billing period should be one calendar month beginning on the first day and ending on the last day of the month.
- (b) All necessary documents must be forwarded to the relevant Head of the Zone through the respective Senior Deputy Directors / Deputy Directors or OIC of the Security Department before the 10th of the following month. On the satisfactory completion of the relevant document, payment shall be made to the Company by cheque within 30 days, provided that the invoices and documents are not disputed.
- (c) The Service Provider shall deploy Security Personnel for 12 hrs Shifts and the payment will be calculated for 12 hours. The same Security Officer / Security Guard shall not be allowed to be on duty continuously at any point for more than twenty four (24) hours. If deployed due to unavoidable circumstances the Board shall not pay for the extra work done.
- (d) Records with regard to EPF, ETF contributions for their employees should be produced monthly to the Board with a copy to respective Zone Heads.
- (e) Wages of security personnel shall be complied with the rates specified by the Wages Board Ordinance & paid **on time** and pay slips should be issued to all security personnel on each salary date, including the number of shifts performed by the respective Officer / Guard.

- (f) In case of any loss or damage that has occurred to the said property or premises where the Company has been engaged to guard / protect, the Board will be entitled to deduct /retain any amount due to the Company.
- (g) The visiting officers of the company should check and supervise the Deployment and the Performance of its employees at least once a week.

#### **4- KEY PERSONNEL**

##### **4.1 QUALIFICATIONS / REQUIREMENTS**

The Service Provider shall ensure that the security personnel deployed by them fulfill the following requirements

###### **A- Officer-In-Charge**

Minimum of Six subjects at GCE (Ordinary Level) Examination, preferably with a Pass in English Language. He should be able to converse in English and possess a good physique and personality. The OIC should be preferably ex-service personnel who had held the rank of at least Sergeant in any of the Armed Forces / Police Department or equivalent.

###### **B- Security Guard (Male & Female)**

Should have studied at least up to the G C E (O/L) and be able to read, and also the ability to write details required for registration of personnel and vehicles.

###### **C- Age Limit**

OIC - Should be below 62 years,  
Security Guard (Male & Female)- Below 62 years

###### **D- Height**

OIC and Security Guards (Male) - Not less than 5'4"  
Lady Security Guards – Not less than 5'

###### **E- Chest**

Officer-in-charge and Security Guards - Not less than 32"

##### **4.2 SECURITY CLEARANCE**

The Service Provider should ensure that all Security personnel employed by them for security services at the said Zone shall be subjected to screening by the Police and the reports shall be submitted to the Board. In the event of the Board being dissatisfied with the conduct of any Security personnel of the Company, the Service Provider shall take steps not to detail such Security personnel on duty in the said Zone of the Board on being notified to do so.



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- 4.2.1 Deserters from the Security Forces and Police will not be accepted.
  - 4.2.2 If ex-servicemen / ex-policemen are employed, discharge certificates should be produced as proof.
  - 4.2.3 All security personnel at the time of induction should accompany a Police clearance Certificate. A certificate from “Grama Niladari” of the area of his permanent residence will be accepted for a period of eight weeks, by which time the Police clearance should be submitted.
  - 4.2.4 The above certificate will be scrutinized at the time of induction to the selected location by the Director (Security) or his representatives in such locations. If the certificate is not acceptable, they will not be permitted to carry out duties from the very inception.
  - 4.2.5 No person with criminal records should be included.

**PART 3**  
**Contract**

## Section VI. General Conditions of Contract

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## Section VI. General Conditions of Contract

### 1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “SCC” means the Special Conditions of Contract.
- (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) “The Project Site,” where applicable, means the place named in the SCC.

### 2 Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3 Fraud and Corruption**

- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**4 Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement:  
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment:  
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability  
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.’

**5 Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

<b>6</b>	<b>Joint Venture, Consortium or Association</b>
6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>7</b>	<b>Notices</b>
7.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
7.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
<b>8</b>	<b>Governing Law</b>
8.1	The Contract shall be governed by and interpreted in accordance with the laws of the democratic Socialist republic of Sri Lanka.
<b>9</b>	<b>Settlement of Disputes</b>
9.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
9.2	If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
9.3	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
<b>10</b>	<b>Scope of Supply</b>
10.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>11</b>	<b>Delivery and Documents</b>
11.1	Subject to GCC Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

<b>12</b>	<b>Supplier's Responsibilities</b>
12.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
<b>13</b>	<b>Contract Price</b>
13.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
<b>14</b>	<b>Terms of Payment</b>
14.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
14.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all other obligations stipulated in the Contract.
14.3	Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
<b>15</b>	<b>Taxes and Duties</b>
15.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
<b>16</b>	<b>Performance Security</b>
16.1	If required as specified in the Contract Data, the Supplier shall, within seven (7) days of the notification of contract award, provide a performance security of Ten percent (10%) for goods of the Contract Price and Five percent (5%) for services for the performance of the Contract.
16.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
16.3	As specified in the SCC, the Performance Security, if required, shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
16.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
<b>17</b>	<b>Copyright</b>
17.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**18 Confidential Information**

- 18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.
- 18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 18.3 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 18.4 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

**19 Subcontracting**

- 19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 19.2 Subcontracts shall comply with the provisions of GCC Clause 3.

**20 Specifications and Standards**

- 20.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 29.



<b>21 Packing and Documents</b>
21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
<b>22 Insurance</b>
22.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
<b>23 Inspections and Tests</b>
23.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the SCC. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
23.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 23.4.
23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

**24 Liquidated Damages**

24.1 Except as provided under GCC Clause 28, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 31.

**25 Warranty**

25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

25.2 Subject to GCC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

25.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

25.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

25.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**26 Patent Indemnity**

26.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 26.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

<p>(a) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>26.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 26.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>26.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>26.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>26.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>27 Change in Laws and Regulations</b></p>
<p>27.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p>
<p><b>28 Force Majeure</b></p>
<p>28.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>28.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably</p>

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **29 Change Orders and Contract Amendments**

- 29.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing, and
  - (c) the Related Services to be provided by the Supplier.
- 29.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 29.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **30 Extensions of Time**

- 30.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 30.2 Except in case of Force Majeure, as provided under GCC Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

## **31 Termination**

- 31.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
    - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 30;

- (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 31.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 31.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## **32 Assignment**

- 32.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser is: <b>Board of Investment of Sri Lanka.</b>
<b>GCC 1.1 (n)</b>	The Project Site(s)/Final Destination(s) is/are <b>Katunayake Export Processing Zone, Mirigama Export Processing Zone and Mawathagama Export Processing Zone</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: <b>Senior Deputy Director (Administration)</b> Address - <b>Board of Investment of Sri Lanka, Administration Department, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.</b> Telephone: <b>011-2543041, 074-1531432</b> Fax number: <b>011-2385736</b> Electronic mail address: <a href="mailto:lakshmanp@boi.lk">lakshmanp@boi.lk</a>
<b>GCC 14.1</b>	No advance payment will be paid
<b>GCC 16.1</b>	A Performance Security <b>shall be required.</b>  The amount of the Performance Security shall be <b>equal to 5% of the Contract Price</b> as the per specimen form given in Section VIII of the bidding document

## **Section VIII. Contract Forms**

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# 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [ insert: number] day of [ insert: month], [ insert: year].

BETWEEN

- (1) [ insert complete name of Purchaser], a [ insert description of type of legal entity, for example, an agency of the Ministry of ..... or corporation and having its principal place of business at [ insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [ insert name of Supplier], a corporation incorporated under the laws of [ insert: country of Supplier] and having its principal place of business at [ insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Contract Data
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.



4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]  
in the capacity of [ insert title or other appropriate designation ] in the presence of [ insert identification of official witness

## 2. Letter of Acceptance

### [Letterhead of the Employer]

To: [name and address of the Service provider] [date].....  
 .....  
 .....  
 .....

This is to notify you that your Bid dated [.....] 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 with the Contract documents.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Company Seal

### 3. Performance Security

[Note: the purchaser is required to fill the information marked as "\*" and delete this note prior to selling of the bidding document]

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency's Name, and Address of Issuing Branch or Office]  
-----

[Name and Address of Employer] -----

\* Beneficiary: -----

Date: -----

-----

PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and

proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]

### 3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission]

ICB No. and title: [insert number and title of bidding process]

[issuing agency's letterhead]

Beneficiary: [insert legal name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, [insert legal name and address of issuing agency], have been informed that [insert complete name and address of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)<sup>50</sup> in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account [insert number and domicile of the account]

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [insert date<sup>51</sup>].

\_\_\_\_\_  
[signature(s) of authorized representative(s) of the issuing agency]