



EASTERN UNIVERSITY, SRI LANKA

BIDDING DOCUMENT

**Provision of Out Sourcing Services for Security Services
at the**

EASTERN UNIVERSITY, SRI LANKA - 2022/2023

CONTRACT NUMBER

EUSL/GSD/PSS/2022

EMPLOYER:

Vice Chancellor,

Eastern University, Sri Lanka

Vantharumoolai

Chenkalady

Issued by: Deputy Registrar/GSD.....

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Section I
INVITATION FOR BID

INVITATION FOR BIDS



EASTERN UNIVERSITY, SRI LANKA PROVISION OF OUT SOURCING SERVICES FOR SECURITY SERVICE - 2022/2023 CONTRACT NUMBER: EUSL/GSD/PSS/2022

The Chairman, Department Procurement Committee on behalf of the Eastern University, Sri Lanka (EUSL) invites sealed bids from Private Security Agencies, who are registered with the Ministry of Defense, to provide security services at the Eastern University, Sri Lanka.

A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application by the Bidder or Bidders' representatives to the address; Deputy Registrar, General Service Division, Eastern University, Sri Lanka and upon payment of a non-refundable fee of LKR 10,000.00 per bid document, **from 9.00 am to 3.00 pm up to 09/01/2023**. The mode of payment shall be a bank draft drawn in favor of "Bursar, Eastern University, Sri Lanka or credit to the Peoples Bank Account No 227100140000024 or via <http://pay.esn.ac.lk/>

The bidders can also download the bidding documents from the University website www.esn.ac.lk. Those who obtain the bidding documents from the University website should submit the completed documents along with a Bank Draft or deposit slip or Online Payment Receipt.

The Bidders are also invited for a pre bid meeting scheduled to be held at 02.00 p.m. on 03/01/2023 in the **Board Room** of the Eastern University, Sri Lanka, Vantharumoolai. Those who are not attended at the pre bid meeting will not be informed the amendment which shall be made in bid document.

Interested bidder may obtain further information from the Deputy Registrar, General Service Division of the Eastern University, Sri Lanka via e-mail dr_gsd@esn.ac.lk or T.P. 065 - 2241518 and inspect the bidding documents free of charge at the above mentioned address during any working days from 10.00 a.m. to 03.00 p.m. till 09/01/2023.

Bid marked as "**Provision of Outsourcing Services for Security Services for the Eastern University, Sri Lanka - 2022/2023**" on the top left corner of the envelope should be sent it by registered post to the address given below to reach or deposited in the Bid Box kept at the office of the Registrar, EUSL, before 2.00 p.m. on 10/01/2023. Late bids will not be accepted.

Bids will be opened at the Board Room, Senate House, EUSL soon after closing the time and the date of the bids in the presence of the bidders or their representatives who choose to attend.

The bidders shall also register themselves with the Registrar of Public Contracts, Sri Lanka in terms of the Public Contract Act No. 03 of 1987. The Original Certificate of Registration (PCA 03) shall be submitted with the bid. The Contract shall not be awarded to any bidder who had not submitted the PCA 03 certificate.

Bids shall be valid for 91 calendar days (up to 11/04/2023) from the date of closing of bids. All bids shall be accompanied by a bid security (obtained from any Commercial Bank Operating in Sri Lanka approved by the Central Bank of Sri Lanka in favour of Vice Chancellor, Eastern University, Sri Lanka) for an amount of Rs. 450,000.00 Bid Security shall be valid for 119 calendar days (up to 09/05/2023) from the date of closing of bids.

Chairman,
Department Procurement Committee,
Eastern University, Sri Lanka,
Vantharumoolai,
Chenkalady.
18/12/2022.

Section II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. General

- 1. Scope of Bid**
 - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Section VII – Employer’s Requirements. The name and identification number of the Contract is provided in the Bidding Data Sheet.
 - 1.2 The successful Bidder will be expected to provide the Services for the Contract Period given in the Bidding Data Sheet (Section IV).
- 2. Qualification and Experience of the Bidder**
 - 2.1 All bidders shall provide properly filled and signed Form of Bid given in the Section V - Bidding Forms and Evaluation and Qualification in the Section VI.
 - 2.2 All bidders shall include the information and documents with their bids as stated in the Bidding Data Sheet
- 3. Cost of Bidding**
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, including visits the Sites of required Services, and the Employer will in no case be responsible or liable for those costs.
- 4. Site Visit**
 - 4.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering in to a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.

B. Bidding Documents

5. **Content of Bidding Documents** 5.1 The set of bidding documents comprises with the documents listed below:
- Section I. Invitation for Bid
 - Section II Instructions to Bidders
 - Section III Conditions of Contract
 - Section IV Bidding Data
 - Section V Bidding Forms
 - Section VI Evaluation and Qualification
 - Section VII Employer's Requirements
 - Section VIII Contract Data

6. **Clarification of Bidding Documents** 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. **Language of Bid** 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. **Documents Comprising the Bid** 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as ORIGINAL and COPY.
- 8.2 The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data; and
 - (b) bear the name and identification number of the Contract as defined in Bidding Data.
9. **Bid Prices** 9.1 The Contract shall be for the Services, as described in the Section VII - Employer's Requirements. The method of calculation of the cost of salary should be given.

9.2 The Bidder shall submit the daily attendance of the Employees monthly. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.

10. Currency of Bid and Payment

10.1 All prices quoted by the Bidder shall be in Sri Lankan Rupees.

11. Bid Validity

11.1 Bids shall remain valid for the period specified in the Bidding Data.

11.2 In exceptional circumstances, the Employer may request that the bidders to Extend the period of validity of the bid for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

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

**13. Format and
Signing of Bid**

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

D. Submission of Bids

The outer envelope prepared in accordance with sub-clause

14. Sealing and Marking of Bids

14.1 8.2 shall:

(a) be addressed to the Employer at the address provided in the Bidding Data,

(b) bear the name and identification number of the Contract as defined in the Bidding Data; and

14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for submission of Bids

15.1 Bids shall be delivered to the Employer at the address specified in the Invitation for Bid no later than the time and date specified in the Bidding Data.

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bid

Any Bid received by the Employer after the deadline prescribed in Clause 15 will be rejected.

E. Bid Opening and Evaluation

- 17. Bid Opening** 17.1 The Employer will open the envelope marked, "ORIGINAL", in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation for Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 18. Clarification of Bids** 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Price Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with
- 19. Examination of Bids and Determination of Responsiveness** 19.1 Prior to the detailed evaluation of bids, using the information provided in ORIGINAL, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- (a) which affects in any substantial way the scope, quality, or performance of the Services;
 - (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Evaluation of Qualification and Experience

- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 Before evaluating the ORIGINAL Bid, the Employer will determine whether the Bid is signed properly. **If the Bid is not signed properly it will be rejected at this stage.**
- The Employer evaluates the ORIGINAL Bid on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria.
- 20.3 During the evaluation of ORIGINAL Bid, the Employer will determine whether the Bidders are qualified and whether the service is substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors outlined in the Bidding Data.

- 21. Evaluation of Financial Qualifications**
- 21.1 Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
 - b) correcting the arithmetical errors in-pursuant to Clause 22;
 - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers; and
 - d) applying any discounts offered by the Bidder.
- 21.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
- 22. Correction of Errors**
- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:
- (a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - (b) if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- F. Award of Contract**
- 23. Award Criteria**
- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and from the bidders who have offered the lowest evaluated Bid prices using the selection criteria given in Bidding Data.

- 24. Employer's Right to Accept any Bid and to Reject any or all Bids** 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's
- 25. Notification of Award and Signing of Agreement** 25.1 The Bidder who's Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Conditions of Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.
- 26. Performance Security** 26.1 If requested in the Bidding Data, within 14 Days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract

Section III

CONDITIONS OF CONTRACT (CC)

CONDITIONS OF CONTRACT (CC)

1. General Provisions

1.1 Definitions

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

- (a) “Price Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of the Bid;
- (b) “Contract Period” means the period the Services to be provided by the Service Provider as certified by the Employer;
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 (under the Conditions of Contract);
- (e) “Employer” means the party who employs the Service Provider;
- (f) “Party” means the Employer or the Service Provider, as the case maybe, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer.
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer.
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Employer’s Requirements and Bills of Quantities included in the Service Provider’s Bid.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 1.3 Language** This Contract has been executed in English Language.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location** The Services shall be performed at such locations as are specified in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date** The Service Provider shall start carrying out the Services fourteen (14) days after the date the Contract becomes effective, or at such other date as maybe specified in the Contract Data.
- 2.3 Contract Period** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall provide the Service up to the satisfaction of the Employer throughout the period as specified in the Contract Data under Contract Period.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Payments

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

2.5 Termination

2.5.1

By the Employer

The Employer may terminate this Contract, by not less than seven (07) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a)through (e) of this Clause 2.5.1 and twenty-eight (28) days’ in the case of the event referred to in (f):

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

- (c) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.4;
- (d) if the Service Provider become insolvent or bankrupt;
- (e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) Days; or
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

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

2.5.2
By the Service
Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) if the Service Provider, in its sole discretion, decides to terminate this Contract without 3 months notice.

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

2.5.3 **Payment**
upon
Termination

Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Employer shall make the following payments to the Service Provider:

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

3. Obligations of the Service Provider

3.1 General

- (a) The Service Provider shall perform the Services in accordance with the Employer's Requirements and the Bills of Quantities, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- (b) The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.
- (c) The Service Provider is not allowed for entering into subcontract for whole or any part of the Service.

3.2 Confidentiality

The Service Provider and his personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.3 Service Providers' Actions Requiring Employer's Prior Approval

Operation without the prior written consent of the employer.

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

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

3.4 Performance Security

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Service Provider shall be provided assistance and exemptions as specified in the Contract Data if any.

5.2 Change in the Applicable Law

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

6. Payments to the Service Provider

- 6.1 Monthly Remuneration** The Service Provider's monthly remuneration shall not exceed the total amount per month as given in the Price Schedule. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 6.3.
- 6.2 Contract Price** The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional Services, a breakdown should be agreed upon by both Parties, based on Services in similar nature in the Section VII – Employer's Requirements.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule stated in the Section VIII - Contract Data
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond sixty (60) days after the submission of monthly statement by the Service Provider, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

- 7.1 Identifying Defects** The Employer shall check the Service Provider's performance and notify him of any Defects that are found.
- 7.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects at any time of the Service.
 - (b) Every time notice of a Defect is given; the Service Provider shall correct the notified Defect as soon as possible.
 - (c) If the Service Provider has not corrected Defects, the Employer will assess the percentage of lack of performance at the monthly review meetings as described under Section VII – Employer's Requirements and the monthly remuneration shall be calculated accordingly.

8. Settlement of Disputes

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

Section IV
Bidding Data

Bidding Data

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
(1.1)	The Employer is the Vice Chancellor, Eastern University, Sri Lanka.
	<p>The name and identification number of the Contract is:</p> <p>Name: PROVISION OF OUT SOURCING SERVICES FOR SECURITY SERVICES AT THE EASTERN UNIVERSITY, SRI LANKA 2022/2023</p> <p>Contract No.: EUSL/GSD/PSS/2022</p>
(1.2)	The Intended Contract Period is 365 Days from the Start Date
(2.2)	<p>The information required from bidders in Sub-Clause 2.2 is:</p> <p>Bidders are required to submit the following information.</p> <ul style="list-style-type: none"> • Certified copy of the Business Registration. • Last five years' experience in similar work. Information shall be furnished using the Form given in Section VI, Schedule A. The experiences should be proved by submitting copies of awarding letters for the last five years. • Certified copy of the License issued by the Ministry of Defense authorizing the bidder to provide security services. • Document authorizing the signatory of the bid for organizations other than sole proprietor. • List of Ongoing contracts in the format given in Section VI. Schedule D • Client reference in the format given in Section VI, Schedule C. Every reference should be proved by a copy of the letter from the client. It will not be considered for evaluation if the document proof is not submitted. • Proof for paying EPF & ETF for at least 100 employees for the last one year (It should be certified by the Department of Labour). • The present labour force of the firm (Number of employees presently working at the firm). • Certified copies of Audited Financial Accounts for the last three years. • Details of Bankers. • Credit facilities for Rupees Three Millions available to the bidder from a bank or recognized financial institution. It should be addressed to the Vice Chancellor, Eastern University, Sri Lanka and should be exclusively for this service. • The breakdown of the proposed salary to be paid by the bidder. • Work plan and methodology;

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
	<ul style="list-style-type: none"> • PCA 03 certificate issued by the Registrar of Public contracts • Administrative structure of Organization with key staff details.
	<p>The address for clarifications is:</p> <p>Deputy Registrar (General Service Division), Eastern University Sri Lanka, Vantharumoolai, Chenkalady (T. P. 065-2241518) (E-Mail dr_gsd@esn.ac.lk)</p>
(11.1)	<p>The period of Bid validity shall be 91 Days (up to 11/04/2023) from the closing date.</p>
(12.1)	<p>The amount of Bid Security shall be Rs. 450,000.00</p> <p>The bid security issued by a commercial bank registered with the Central Bank of Sri Lanka in favour of the Vice Chancellor, Eastern University, Sri Lanka using the format given in Section V and it should be valid for 119 days (up to 09/05/2023) from the closing date.</p>
(14.2)	<p>The Employer’s address for the purpose of Bid submission is</p> <p>Chairman, Department Procurement Committee Eastern University Sri Lanka, Vantharumoolai, Chenkalady.</p>
	<p>For identification of the bid, the envelopes should indicate:</p> <p>Contract: “Provision of Out Sourcing Services For Security Service at the Eastern University, Sri Lanka - 2022/2023</p> <p>Bid /Contract Number: EUSL/GSD/PSS/2022</p>
(15.1)	<p>The deadline for submission of bids shall be 2:00 p.m. on 10/01/2023.</p>
(17.1)	<p>Bids will be opened immediately after the closing time & dates at the following address.</p> <p>Board Room Eastern University, Sri Lanka, Vantharumoolai, Chenkalady.</p>
(20.3)	<p>Criteria for Evaluation Bids:</p> <p>The details of criteria for evaluation of bids are given Section VI</p>
(26.0)	<p>The Performance Security shall be 5% percent of the Initial Contract Price and issued by a commercial bank registered with the Central Bank of Sri Lanka in favour of the Vice Chancellor, Eastern University, Sri Lanka using the format given in Section V.</p>

Section V

Bidding Forms

- | | | |
|--------------------------------|---|-----------------|
| 1. FORM OF BID | - | Page no 26 |
| 2. LETTER OF ACCEPTANCE | - | Page no 27 |
| 3. FORM OF CONTRACT | - | Page no 28 - 29 |
| 4. BID SECURITY | - | Page no 30 |
| 5. PERFORMANCE BANK GUARANTEE- | | Page no 31 |

Form of Bid

.....[date]

To: Vice Chancellor,
Eastern University, Sri Lanka,
Vantharumoolai,
Chenkalady

Having examined the bidding documents, we offer to provide the Security Services for the Eastern University, Sri Lanka- Contract No. EUSL/GSD/PSS/2022 in accordance with the Conditions of Contract, Contract Data, and Employer’s Requirements accompanying this Bid for the Contract Price of Rs. [amount in figures],(Rupees) [amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive. We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Letter of Acceptance

[Letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

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

_____ [date]

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the[day] day of the month of [month], [year], between, on the one hand, [name of Employer] (Hereinafter called the "Employer") and, on the other hand,[name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rupees

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract :
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid;
 - (d) Qualification Specification;
 - (e) Letter of Acceptance
 - (f) The Employer's Requirements;
 - (g) The Price Schedule;
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of Eastern University, Sri Lanka

.....

[Authorized Representative]

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

.....

[Authorized Representative]

Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called "the Bid").

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

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

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 119 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date Signature of the Bank Seal

Witness

[Signature, name, and address]

Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contractor of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification. This Guarantee shall be valid after 30 days from the end of Contract Period as specified in the Contract Data.

Signature and seal of the Guarantor

Name of Bank

Address

.....

.....

Date

Section VI
Evaluation and Qualification

- | | | |
|---|---|---------------|
| 1. Evaluation and Qualification Criteria | - | Page no 33-34 |
| 2. Qualification Information | - | Page no 35 |
| 3. Schedule A - Experience in Similar Assignments | - | Page no 36 |
| 4. Schedule B - Key Staff | - | Page no 37 |
| 5. Schedule C - Client's Reference | - | Page no 38 |
| 6. Schedule D List of Ongoing contracts | - | Page no 39 |

Evaluation and Qualification Criteria

This Section compliments the Instruction to Bidders. It contains the criteria that the Employer uses to evaluate a bid and determine whether a Bidder has the required qualifications.

The bidders will be evaluated using the following criteria

1. Fully compliance with the requirements & all other conditions mentioned in the bidding document.
2. The Bidder should be a registered business entity in Sri Lanka
3. The Bidder should be authorized by the Ministry of Defense for providing security services (active authorization).
4. Signatory of the bid should be duly authorized. Copy of the Board Resolution or Power of Attorney for organizations other than sole proprietor should be submitted along with the bid.
5. The bidder should meet the minimum wage requirement of the Government of Sri Lanka.
6. The Employer shall evaluate the bid as a single lot and take into account the lowest-evaluated bid price.
7. PCA 03 Certificate issued by the Registrar of Public Contracts

8. Post Qualification Requirements;

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 20.3, the Employer shall carry out the post qualification of the Bidder using only the requirements specified in this section. Requirements not included in this section shall not be used for evaluating bidder's post qualifications.

7.1 Experience;

- a. The bidders should have at least five years' experience in providing security service.
- b. Experience in providing a similar service of worth at least Rs. 25 million within the last 3 years.
- c. Satisfactory Client's references.
- d. The bidder should have paid statutory payments such as ETF, and EPF for at least of 100 employees monthly for the last 12 months.

7.2 Financial capacity;

The bidder should have credit facilities Rupees Three Million exclusively for this service. It should be addressed to the Vice Chancellor, Eastern University, Sri Lanka.

Bids will be rejected as non-responsive if documentary evidences in proof of above have not been provided.

Qualification Information

Notes on Form of Qualification Information

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

Attach additional pages as necessary.

(to be completed by the bidder and submitted with the Bid)

Description	Bidder's Qualification
Business Registration or Company Registration name	
Registration number	
Approval letter from the Ministry of Defense	
Specialty	
VAT Registration Number	
Legal status (public company / Private Company/ partnership/Sole proprietor)	
Company Registration No for EPF	
Company Registration No for ETF	
No of employees contributing for EPF & ETF under your firm (provide 2021 statistics)	
Experience and any other qualifications (Please use a separate sheet, if the space provided is insufficient)	
Authentication signatory	
PCA 03 Certificate issued by the Registrar of Public Contracts.	

Signature of the Bidder :.....

Date :.....

- * Certified copies of the documents in respect of the company registration, VAT registration certificate, one year receipts of the payment to the Employees provident Fund, Trust Fund. Certificates proving service experience and documents proving the enough workforce should be annexed to the bid application.

Schedule B - Key Staff

Bidder should provide details of the allocated number of Security Guards per shift as given in Section VII.

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

Schedule C - Client's Reference

Provide a list of Client References in below table. Every reference should be proved by a copy of the letter from the client and if not attached will not be considered for evaluation.

Client Name	Address	Contact Person	Contact Number	Description of Service Provided	Period	Bidder's comment on the Service Provided

Note:

- a) Please attach additional sheets, if needed
- b) The above need to be supported by the submitting copies of the relevant awarding letters

Schedule D**List of Ongoing Contracts**

Schedule D –List of Ongoing Contracts				
Every assignment should be proved by a relevant document and if not attached, will not be considered for evaluation.				
Period	Employer (Name and Address)	Description of Works	No. of labours assigned	Amount per Month (Rs.)

Section VII

EMPLOYER'S REQUIREMENTS

1. Description of the Services - Page no 40 - 42
2. Price Schedule (Bill of quantities) - Page no 43
3. Required Security Points - Page no 45

Description of the Services

A.1 Scope of the work

The Service Provider should ensure the security of all properties belongs to Eastern University, Sri Lanka.

1. The Registrar/ Vice chancellor will determine the additional and removal of security points and security personnel required above the approved number if and when necessary depending on the needs of the University.
2. All the staff engaged by the Bidder should be properly attired in Uniforms while on duty.
3. All the staff on duty should be provided with rain -coats, torches and other apparels by the Bidder when and where necessary.
4. Names of all staff on duty on each day shall be given to the University authorities as authorized by the Vice Chancellor or the Registrar.
5. The University reserves the right to request the withdrawal of any person on duty without assigning reasons.
6. Only the matured, trained and experienced personal should be employed for duty at the University.
7. The staff employed on duty shall comply with the instructions issued by the University authorities.
8. All the personnel on duty shall be supervised by a Senior Officer nominated by the University who shall liaise with the University Authorities.
9. Specially the staff on duty should be alert with security matters and well conversant with firefighting, first-aid and use of communication equipment and other modern security equipment.
10. The staff engaged by the Bidder for duty in the University should report to the University authorities by the Vice Chancellor or the Registrar on any matter involved with the students.
11. The security services should be provided round the clock and required number of OIC /Guards should be employed for each shift. **The failure to do so will result in the deductions from monthly settlement of bills.**
12. OIC's should carry on visit to each security point by covering each shift.

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

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

B.1 Performance evaluation

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

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

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

B.2 Schedule of payment

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

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

PRICE SCHEDULE

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

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

* Method of calculation of the salary should be given.

	Required No of Persons per day (OIC/JSO/LSO)	Rate per 12-hour shift (without VAT)	Amount for One Year - without VAT (Rate× No. of Persons ×365)
Officer In Charge	02	Rs.	Rs.
security guard (JSO/LSO)	66	Rs.	Rs.
Total cost for One Year (without VAT)			Rs.

Total cost for One Year (12 Months) Carried to the Form of Bid (without VAT)	Rs.....
Value Added Tax (VAT) 15%	Rs.....
Total with VAT	Rs.....
VAT Registration Number:	

Signature of the Bidder:

Name of the Bidder:

Address of the Bidder:

Date:

**Locations
Required Security Points
EUSL/GSD/PSS/2022**

NO	LOCATION	DAY			NIGHT			TOTAL
		OIC	JSO	LSO	OIC	JSO	LSO	
1	OIC	1			1			2
2	ADMIN BLOCK - FHCS,EUSL		1			1		2
3	FHCS-LAB SIDE GATE		2			2		4
4	GUEST HOUSE, 209 BAR ROAD		1			1		2
5	GUEST HOUSE, 404 BAR ROAD		1			1		2
6	MAINE GATE /PILLAIYARADI		2			2		4
7	ADMIN BLOCK NEW - FHCS,EUSL		1					1
9	MANRASA ROAD		1			1		2
11	GIRLS HOSTEL - 1 PILLAYARADY			1			1	2
12	PATROL / PILLAYARADY		2			6		8
15	ANIMAL FARM -EUSL					2		2
16	AGRO FARM - EUSL					2		2
17	LIBRARY - EASTERN UNIVERSITY SRI LANKA		1					1
18	PATROL- OBC AREA					3		3
19	PATROL - NBC AREA					6		6
20	GIRLS HOSTEL -A B C WING					1	1	2
21	GIRLS HOSTEL - SARASAVI MADURA - EUSL					3	1	4
22	GIRLS HOSTEL - ICC - EUSL					3	1	4
23	GIRLS HOSTEL - NEW HOSTEL					1		1
24	FAMILY QUARTERS		1			2		3
25	PALACHOLAI MAIN GATE		1					1
26	ANIMAL FARM NEW -EUSL		1			2		3
27	PATROL/PALACHOLAI		2	1		4		7
	TOTAL	1	17	2	1	43	4	68

Section VIII
CONTRACT DATA

CONTRACT DATA

Conditions of Contract Clause	Amendments or Supplements to, Clauses in the Conditions of Contract
1.1(e)	The contract name is Provision of Out Sourcing Services for Security Services at the Eastern University, Sri Lanka - 2022/2023
1.1(f)	The Employer is: Vice Chancellor, Eastern University, Sri Lanka
1.1(h)	The Service Provider is: <i>To be filled after selection</i>
1.4	<p>The addresses are: Employer:</p> <p style="text-align: center;">Vice Chancellor, Eastern University, Sri Lanka Vantharumoolai Chenkalady</p>
1.6	<p>The Authorized Representatives are: For the Employer: Senior Assistant Registrar (General Service Division) 065-2241518</p>
	For the Service Provider: <i>To be filled after selection</i>
2.1	The date on which this Contract shall come into effect is <i>To be filled after selection</i>
2.2.1	The Starting Date for the commencement of Services is <i>To be filled after selection</i>
2.3	The Intended Service Period is 365 days.
3.4	Performance Guarantee shall be five percent (05%) of the Contract Price
4.1	The selected service provider should not recruit security officers of any of other service providers or contractors. If it was done by the service provider and due to that the other service provider's or contractor's work was affected, the Employer will act according to sub-clause 4.2 in the condition of contract in removing of such security officers.
6.2	The Contract Price is Rupees <i>To be filled after selection</i>
6.4	Payments shall be made on monthly basis according to the quality of Service, Service Provider's performance and allocation of security guards.
6.5	The interest rate is the lending rate to the commercial banks by the Central Bank plus 1%.