



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TOURISM & LANDS

SRI LANKA TOURISM DEVELOPMENT AUTHORITY

**Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for
Enforcement Unit of SLTDA**

Contract No: SLTDA/HR&PM/S/NCB/Enforcement/2024/47

SRILANKA TOURISM DEVELOPMENT AUTHORITY

No.80, Galle Road, Colombo 03

September 2024

**Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement
Unit of SLTDA**

Contract No: SLTDA/HR&PM/S/NCB/Enforcement/2024/47

INVITATION FOR BIDS (IFB)

National Shopping (NS)

1. The Chairman, Departmental Procurement Committee of Sri Lanka Tourism Development Authority invites sealed proposals from eligible & qualified bidders for **Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of SLTDA.**
2. The successful bidder shall not have been blacklisted and shall have Business Registration and comply with the eligibility criteria mentioned in the in the Bidding Document.
3. A complete set of Bidding Documents in English language could be downloaded by visiting <https://www.slttda.gov.lk/en/tender> from **September 3, 2024 to September 18, 2024.** for further details, you may contact Assistant Director (Procurement) on T.P.0112426800 Ext: 305/303//277 of the Sri Lanka Tourism Development Authority.
4. Sealed Bids to be dispatched either by register post or hand delivered to Chairman, Departmental Procurement Committee, Procurement Division (4th Floor), Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03 reached **on or before 2.00 p.m. on September 19, 2024 (Bid closing at 2.00 p.m. on September 19, 2024)** It should be written as “**Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of SLTDA**” at the left-hand corner of the Envelop.
5. **Late Bids will be rejected** and Bids will be opened soon after closing at the Procurement Division (4th Floor) of SLTDA, No.80, Galle Road, Colombo 03 in the presence of a Bidder’s representative who choose to attend.
6. Bids shall be valid **90 days** from the date of Bid closing (**up to December 19, 2024**)
7. An employee or a firm and/or an individual that has a close family relationship with an employee of the Tourism Ministry of Tourism, Sri Lanka Tourism Development Authority and any other institution under the control of the Ministry shall not be eligible for award.
8. The Departmental Procurement Committee decision will be the final decision. Further, SLTDA has the right to accept or reject any Bid without adducing any reasons and SLTDA will not be responsible for any costs or any expenses incurred by the prospective bidders in connection with the preparation or delivery of Bids.

**Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority**

Volume I

Section I

Instructions to Bidders (ITB)

Section I. Instructions to Bidders (ITB)

A: General	
1. Scope of Bid	<p>1.1 The “Client” named in the Data Sheet invites you to submit a Bid for the “Providing Messenger Services to the Head Office Premises of SLTDA for 2024” as specified in Section III Schedule of Requirements. Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a Bid. The Client may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a Bid after expressing the intention as above.</p>
B	
	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Appendices
C: Preparation of Quotation	
3. Documents Comprising Quotation	<p>3.1 The Bid shall comprise the following:</p> <p>(a) Bid Submission Form (Appendix 1) and the Price Schedules (Appendix 3)</p> <p>(b) Schedule of requirement & compliance</p>
4. Bid Submission Form and Price Schedules	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Appendix 1. 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.</p> <p>Alternative offers shall not be considered. The Bidders are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.</p> <p>4.2</p>

5. Prices and Discounts	<p>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, including any discounts offered. Transpiration up to the final destination customs duty and any other duties, taxes etc.</p> <p>The applicable VAT shall be indicated separately.</p> <p>5.3 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 shall be treated as non-responsive and will be rejected.</p> <p>5.4</p>
6. Currency	6.1 The Bidders shall quote only in Sri Lanka Rupees (LKR)
7. Documents to Establish the Conformity of the Service	<p>7.1 The Bidder shall furnish as part of its Bid the documentary evidence that the service conforms to the requirements specified in Section III, “Schedule of Requirement”.</p> <p>7.2 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 output, demonstrating substantial responsiveness of the service to the technical specifications, and if applicable, a statement of deviations and exceptions to the Provisions of the Technical Specifications given.</p>
8. Period of Validity of Bid	8.1 Bid shall remain valid for the period of Ninety-One (91) days from the date of Bid submission.
9. Format and Signing of Bid	9.1 The Bid shall not be typed and written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
D: Submission and Opening of Bid	
10. Submission of Bid	<p>10.1 Bidder may submit their Bid by mail or by hand in sealed envelopes addressed to the Client bear the specific identification of the contract number as specified in the Bidding Data.</p> <p>10.2 If the Bid is not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Bid.</p>
11. Deadline for Submission of Bid	11.1 Bid must be received to the Client at the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.

12. Late Bid	12.1 The Client will reject any Bid that arrives after the deadline for submission of Bid, in accordance with ITV Clause 11.1 above
13. Opening of Bid	13.1 The Client shall conduct the opening of Bid in public at the address, date and time specified in the Data Sheet. 13.2 A representative of the bidders may be present and mark its attendance.
14. Pre Bid Meeting	14.1 Bidders may attend for the Pre Bid Meeting as specified in the Data Sheet.
E: Evaluation and Comparison of Bid	
14. Clarifications	14.1 To assist in the examination, evaluation and comparison of the Bids, the Client may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid which is not in response to a request by the Client shall not be considered. 14.2 The Client's request for clarification and the response shall be in writing/email.
15. Responsiveness of Bid	15.1 The Client will determine the responsiveness of the Bid to the documents based on the contents of the Bid received as specified in the Data Sheet 15.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Client.
16. Evaluation of Bid	16.1 The Client shall evaluate each Bid that has been determined, to be substantially responsive. 16.2 To evaluate a Bid, the Client may consider the following: <ul style="list-style-type: none"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors and discount offered; (c) Evaluation Criteria as specified in the Bidding Data 16.3 The Client's evaluation of a Bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of the service. 16.4 Evaluation shall not be done in item wise.

17. Client's Right to Accept any Bid, and to Reject any or all Bids	17.1 The Client reserves the right to accept or reject any Bid and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to Bidders.
F: Award of Contract	
18. Acceptance of the Bid	18.1 The Client will accept the Bid of the Bidder whose offer has been determined to be the lowest and substantially responsive to the Bidding Document issued.
19. Notification of acceptance	19.1 Prior to the expiration of the period of validity of Bid, the Client will notify the successful Bidder, in writing, that its quotation has been accepted.

Volume I

Section 03: Conditions of Contract

CONDITIONS OF CONTRACT

A. General Provisions

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in 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;
 - (e) “Employer” means the party who employs the Service Provider
 - (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
 - (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
 - (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
 - (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
 - (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
 - (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.
- 1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Socialist Democratic 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 Appendix A, 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.

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

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means 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.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be 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.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and twenty-eight (28) days' in the case of the event referred to in (f):

2.6.1 By the Employer

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum number of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

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 2.6.2:

2.6.2 By the Service provider

- (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 7 within forty-two (42) 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 fifty-six (56) days.

2.6.3 Payment upon Termination Upon termination of this contract pursuant to clauses 2.6.1 or 2.6.2 the 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;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

C. Obligations of the Service Provider

3.1 General The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this 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.

3.5 Service Providers' Actions Requiring Employer's Prior Approval The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Providers to Be the Property of the Employer All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

D. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer

4.2 Removal and/or Replacement of Personnel (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(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.

E. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC
- 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 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

F. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3
- 6.2 Contract Price The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

G. Quality Control

- 7.1 Identifying Defects The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
(b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8

H. Settlement of Disputes

8.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 Any dispute arises between the 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 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof

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Section 02: Data Sheet

Section II: Data Sheet

ITV Clause Reference	
1.1	The Client is: Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03
10.1	Name of the Bid is: Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of SLTDA Contract No: SLTDA/HR&PM/S/NCB/Enforcement/2024/47
11.1	Address for submission of Quotations is, Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03 Tel: 011-2426800 Fax: 011-2382622
	Deadline for submission of Quotations is September 19, 2024
13.1	The quotations shall be opened at the following address: Procurement Division (4 th Floor) Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03 Date: September 19, 2024 Time: 14:00 hrs
15.1	The Bidder will be responsive if each Bidder has fulfilled following qualification criteria; a) Shall have submitted the Business Registration. b) Has been signed by a person duly authorized to sign on behalf of the Bidder. c) Has sufficient Bid validity period as per Clause 8.1 hereof, and d) Experience on having at least three (3) service contracts of a similar nature assignments complexity equivalent to the Services over the last 5 years. e) Have conformed to all the requirements without deviation or reservation.
16.2	<p><u>Criteria for Evaluation</u></p> <ul style="list-style-type: none"> - The weights given to the Technical and Financial are: T = 50% and F = 50% - The formula for determining the financial scores is the following: $S_f = 100 \times F^M / F$, in which S_f is the financial score, F_m is the lowest price and “F” the price of the proposal under consideration. - Combined Score = $S_f \times 50\% + S_t \times 50\%$ - The firm achieving the highest combined score will be selected for this assignment. <p>● Technical Information</p> <ul style="list-style-type: none"> - Establishment of the Firm [10 marks] - Experience in similar nature assignments [35 marks] - List of previous and existing clients list 10 marks] - Competence and compliance to the requirement [45 marks] Total [100 marks] <p>*Score for Technical Information shall be more than 70 marks.</p>

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Section - 4 Contract Data

CONTRACT DATA

Ref. Clause No	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The name of the Contract: Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of SLTDA Identification number of the Contract: SLTDA/HR&PM/S/NCB/Enforcement/2024/47
1.1(h)	The Employer is The Director General, Sri Lanka Tourism Development Authority
1.4	The Address of the Employer is Director General Sri Lanka Tourism Development Authority No.80, Galle Road, Colombo 03
1.6	The Authorized Representative for the Employer is: Director (HR&PM), Sri Lanka Tourism Development Authority
2.1	The date on which this Contract shall come into effect is from the date of Award
2.2.1	The Starting Date for the commencement of Services is from 7days after the receipt of Award
2.3	The Intended Completion Date is 1 year assignment.
3.5	Sub-contractors are not Allowed
3.8	Not Applicable
3.9	Within 14 days after receipt of the letter of Acceptance the successful bidder shall deliver the Performance security to the Employer <ul style="list-style-type: none"> ▪ for an amount equivalent to 10% of the awarded contract sum. ▪ Validity period of 28 days beyond the contract completion date. ▪ Issued by approved commercial bank operates under the Central Bank of Sri Lanka. ▪ If the employer extended the service period the performance security shall be extended valid for 28 days beyond the extended period.
5.1	Not Applicable
6.4	Payment will be arranged within 14 days from the date of submission of monthly invoice.
8.2.1	Not Applicable
8.2.2	Not Applicable
8.2.3	Not Applicable

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Section - 9

Schedule of Requirements and Deliverables

Appendix

Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of SLTDA

Schedule of Requirements and Deliverables

CHIEF INVESTIGATION OFFICER

Report to	: Director/Legal
Type of Assignment	: Contract basis
Duration of Assignment	: 12 months

Section i: Objectives

To conduct investigations and/or inspections concerning unregistered & registered tourist enterprises and tourist service providers and attend to complaints referred by the Director General or Director-Legal to maintain the standards and quality of services provided by Tourism Service Providers.

Section ii: Scope of Work

As the Chief investigation officer attached to the unit:

- Conducting inspections and/or investigations to bring informal tourism sector entities to the formal tourism sector.
- Attend to complaints and take necessary actions on the complaints received by the SLTDA.
- Guide Investigation Officers in conducting inspections or investigations.
- Consult with the Director-Legal when filling cases.
- Submit reports on the conducted inspections or investigations.
- Giving evidence in cases filed by the SLTDA when required.

Section iii: Expected Outcome and Deliverable

- To plan and direct investigation in line with the acceptable investigation standards
- To direct and supervise complaints against registered tourist establishments and service providers
- Decide the legal aspect of the investigations and complaints received in consultation with the Director-Legal.
- Attend to complaints and take necessary actions on the complaints received by the SLTDA in connection with the tourism industry and consult the Director-Legal when necessary.
- Guide investigation officers in conducting inspections/ investigations and in handling complaints.
- Consult with the Director-Legal when filling cases.
- Submit reports on the conducted inspections or investigations and handled complaints.
- Assist SLTDA in any other relevant matters.
- Discuss and coordinate with the relevant director on the subject.

Section v: Payment terms

1. Monthly payment will be issued upon submission of the payment request by the Director-Legal based on the recommendation of the Director General.

Section vi: Responsibilities of the Chief Investigation Officer.

- To make sure that the specific scope of work given by the SLTDA is completed as per the time duration given on the activity schedule and to direct the investigation officers.

Section vii: Responsibility of the SLTDA

1. Awarding the contract with a detailed scope of work.
2. To allocate suitable office space and other prerequisites. Ex: - Stationary, Computers etc.
3. Monthly payment will be issued upon submission of the payment request by the Director-Legal based on the recommendation of the Director General.
4. Transportation for inspections/investigations and complaints handling will be provided by SLTDA when necessary.

Section viii: Legal compliances, Professional Background and Experience, & other recruitment considered to select an investigation consultant**Qualifications and Experience**

- Retired Police officer who held the rank of Chief Inspector or above with experience of investigation (preferred retired Police Officer in rank SSP or above who has experience in Criminal Investigation matters). The maximum age limit shall be 70 years.
- More than 20 years of unblemished service record before the retirement.
- Preference will be given to officers with experience in investigation for more than 5 years in special units such as the CID, Fraud Bureaus, and Criminal Branches.
- Preference will be given to applicants who possess diplomas in Criminal Investigation or Law and/or who have worked as consultants in Investigation activities after their retirement.
- Proficiency in Sinhala and English is a must as the recording statements from respondents mostly will be in Sinhala or English.
- Process knowledge on Internet, Email, and Microsoft Office Package.
- Proficiency in Tamil Language and exposure in the Tourism Industry would be added advantages.

INVESTIGATION OFFICERS

Report to	: Director/Legal
Type of Assignment	: Contract basis
Duration of Assignment	: 12 months

Section i: Objectives

To conduct investigations and/or inspections concerning unregistered & registered tourist enterprises and tourist service providers and complaints referred and instructed by the Chief Investigation Officer to maintain the standards and quality of services provided by them.

ii: Scope of Work

- Carry out investigations/inspections on unregistered tourist enterprises and handle complaints as assigned and guided by the Chief Investigation Officer.
- Recording statements from necessary parties/witnesses in their respective languages.
- Prepare & submit reports on the investigations/inspections/ complaints properly to the Chief Investigation Officer.
- Give evidence in Courts when required.

iii: Expected output and Deliverable

- Carry out investigations within the stipulated time period, in accordance with the instructions received from the Chief Investigation Officer.
- Submission of investigation progress to the Chief Investigation Officer.
- Record statements from the respondents and witnesses in proper language, which can be produced in Courts.
- Assist the Chief Investigation Officer in handling Complaints.
- Prepare computer-type reports on investigation/inspection in English or Sinhala language and submit them to the Chief Investigation Officer and maintain a registry and files with all necessary documents for each and every investigation carried out.
- Prepare computer-type reports on complaints in English or Sinhala language and submit them to the Chief Investigation Officer and maintain a registry and files with all necessary documents for each and every complaint carried out.
- Give evidence in Courts when required.

iv: Timeline

No	Activity	Proposed timeline
01	Conduct investigations as guided by the Chief Investigation Officer.	Daily
02	Attend to complaints and take necessary actions on the complaints as guided by the Chief Investigation Officer.	Daily
03	Maintain registries for Investigations/inspections and complaints.	Daily
04	Submit reports to the Chief Investigation Officer on the investigations/inspections and complaints handled by the officer.	Weekly
08	Give evidence in courts.	When necessary

v: Payment Terms:

2. Monthly payment will be issued upon submission of the payment request by the Director-Legal based on the recommendation of the Director General.

vi: Responsibility of the SLTDA

3. Awarding the contract with a detailed scope of work.
4. To allocate suitable office space, stationery, computers etc.,.
5. Monthly payment will be issued upon submission of the payment request by the Director-Legal based on the recommendation of the Director General.
6. Transport will be provided by SLTDA to attend to investigations/inspections and complaints when it is needed.

vii: Qualifications and Experience of Investigation Officer

- Retired police officers who held the rank above a sergeant, age below 65 years.
- Preference will be given to officers with experience in investigation for more than 5 years in special units such as the CID, Fraud Bureaus, and Criminal Branches.
- More than 20 years of unblemished service record before the retirement.
- Proficiency in Sinhala and English is a must as the recording statements from respondents mostly will be in Sinhala or English.
- Possess a knowledge of Internet, Email, and Microsoft Office Package.
- Proficiency in Tamil Language and exposure in the Tourism Industry would be added advantages.
- Preference will be given to applicants who possess diplomas in Criminal Investigation or Law.

Appendices

Appendix 1: BID SUBMISSION FORM

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

Date:

To: Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority,
No.80, Galle Road, Colombo 03

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to carry out the above non consultancy service in conformity with the documents issued and in accordance with the Schedule of Requirement (SOR).
- (c) The total price of our Bid including any discounts offered is:
.....
..... (LKR.....) *[insert the total quoted price in words and figure];*
- (d) Our Bid shall be valid for the period of time specified in ITB Sub-Clause 8.1. from the date of closing the Bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed:
[Insert signature of person whose name and capacity are shown]

Name:
[Insert complete name of person signing the Bid Submission Form]

Seal:

Date:

Appendix 2: PRICE SCHEDULE

Hiring of a Service Provider to obtain Services of 3 Nos. of Officers for Enforcement Unit of
SLTDA

Contract No: SLTDA/HR&PM/S/NCB/Enforcement/2024/47

Item No	Description	Unit	Amount per Month	Cost for 12 months Rs
1	Chief Investigation Officer	1		
2	Investigation Officers	2		
	Total			
	Taxes			
	Total after Taxes			

Name of the service provider:

Address

Contact Number :

Signature (Authorized representative):

Seal:

APPENDIX 3 - Forms

FORM F-1

List of clientele services performed in a similar nature for the last five 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.

Note: Experienced in the same field in public sector organizations for a minimum of three years period is a requirement.

The information to be filled by bidders in the following table. Attach additional pages as necessary.

Client Name and Contact Details	Period	Contract Amount Rs.

FORM F-2: Qualifications and experiences of key staff proposed for the contract

a. Chief Investigation Officer (1) & Investigation Officers (2)

Name	Male/ female	Age	Previous experience			Remarks
			Institute / Organization	From	To	
						Please attach CVs

Section 05:
Standard Forms

FORM F-5

**FORM OF PERFORMANCE SECURITY
(Unconditional)**

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

Beneficiary: Director General,
Sri Lanka Tourism Development Authority
No.80, Galle Road,
Colombo 03

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *[insert "construction"]* of ----- *[name of contract and brief description of the service]* (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 Contractor, 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]*), 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 Intended Completion Date]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]