



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TOURISM

SRILANKA TOURISM DEVELOPMENT AUTHORITY

Providing Security Services to the National Holiday Resorts of SLTDA

Contract No: SLTDA/RM/NC/NCB/Security-NHR/2020/11R

National Competitive Bidding (NCB)

SRILANKA TOURISM DEVELOPMENT AUTHORITY

No.80, Galle Road, Colombo 03

April 2021

DOCUMENT ISSUANCE CERTIFICATE

(To be filled at the time of issue by the officer authorized to issue)

- 1. CONTRACT NUMBER : SLTDA/RM/NC/NCB/Security-NHR/2020/11R
- 2. a) ISSUED TO :
-
- b) ADDRESS :
-
-
- 3. TELEPHONE NUMBER :
- 4. FACSIMILE NUMBER :
- 5. TENDER FEE : LKR: 5,000.00
- 6. RECEIPT NUMBER :
- 7. NUMBER OF COPIES ISSUED :
- RECEIVED IN CASH / BANK DRAFT
- 9. a) ISSUING OFFICER :
- b) DESIGNATION :
- c) SIGNATURE :
- 10. PLACE OF ISSUE :
- 11. DATE : TIME

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MINISTRY OF TOURISM
SRILANKA TOURISM DEVELOPMENT AUTHORITY (SLTDA)

Providing Security Services to the National Holiday Resorts of SLTDA
Contract No: SLTDA/RM/NC/NCB/Security-NHR/2020/11R

INVITATION FOR BIDS (IFB)
National Competitive Bidding (NCB)

1. The Chairman, Departmental Procurement Committee of Sri Lanka Tourism Development Authority invites sealed proposals from the eligible & qualified Service Providers for **Providing Security Services to the National Holiday Resorts of SLTDA.**
2. To be eligible for contract award, the successful bidder shall not have been blacklisted, shall have Business Registration in relevant field as per the qualification criteria.
3. Interested bidders may obtain further information from Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03; Telephone 0112426800 (Ext 305/277/303) / Facsimile No: 0112382622, Electronic mail address: amilam@srilanka.travel of Assistant Director (Procurement) and inspect the bidding documents at SLTDA Web site (<https://sltda.gov.lk/tender>).
4. A complete set of Bidding Documents in English language may be downloaded from the SLTDA Website (<https://sltda.gov.lk/tender>) by interested bidders from **12th April 2021 to 03rd May 2021.**
5. The payment of non-refundable fee **LKR 5,000.00** should be deposited to the Bank **AC No. 7119413**, Bank of Ceylon, Corporate Branch, Sri Lanka Tourism Development Authority (*Note: Please Fill the Depositors Details and Purpose of Deposit in the Cash Deposit Slip as “Non Refundable Tender Fee” and it is mandatory to submit the aforesaid original cash deposit slip with the Bid. The payment should be made in cash and other payments are not allowed*)
6. Bids shall be delivered in duplicate to the address at, Chairman, Departmental Procurement Committee, Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03 on or before **03rd May 2021, 14.00 Hrs. Late bids will be rejected.** Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
7. Pre Bid Meeting will be held on **20th April 2021 at 10:00 hrs.** at Chairman's Board Room (1st Floor), SLTDA.
8. Bids shall be valid **91 days** from the date of Bid closing and all bids shall be accompanied by a bid security of **LKR 168,000.00** Bid Security shall be valid up to 28 days beyond the date of Bid validity (**up to 24th May 2021**)
9. All bids shall be accompanied a certificate of registration of the bidder issued by the registrar of Public Contracts in Sri Lanka according to the Public Contract Act No.03 of 1987 of the government of Sri Lanka and subsequent gazette notifications (PCA3 from).
10. An Employee or a firm and/or an individual that has a close family relationship with an employee of the Ministry of Tourism, Sri Lanka Tourism Development Authority and any other institution under the control of the Ministry of Tourism shall not be eligible for award the contract.

Chairman,
Departmental Procurement Committee
Sri Lanka Tourism Development Authority

Section I. Instructions to Bidders (ITB)

Section I. Instructions to Bidders (ITB)

| | | A. General |
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| 1. Scope of Bid | 1.1 | The Client, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data. |
| | 1.2 | The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data. |
| 2. Qualification and Experience of the Bidder | 2.1 | All bidders shall provide Forms of Bid and Qualification and Experience Information as mentioned in Data Sheet, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. |
| | 2.2 | If not stated in the Bidding Data, all bidders shall include the following information and documents with their bids (a) List of Services performed for each of the last five years; (b) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; (c) Work plan and methodology (d) list of major items of equipment proposed to carry out the Contract; (e) qualifications and experience of key staff proposed for the Contract; (f) any other if listed in the Bidding Data. |
| 3. Cost of Bidding | 3.1 | The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. |
| 4. Site Visit | 7.1 | 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 into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense. |
| 5. Content of Bidding Documents | 5.1 | The set of bidding documents comprises the documents listed below: Invitation for Bid (IFB) Section 1 - Instructions to Bidders (ITB) Section 2 – Data Sheet Section 3 – Schedule of Requirement Section 4 – Condition of Contract Section 5 – Contract Data Section 6 – Appendix |

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| 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 and Bidding Data. |
| | 6.2 | The bidder's designated representative is invited to attend a pre-bid meeting which, if convened and informed to the bidders, will take place at the venue and time stipulated in the Data Sheet |
| B. 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 Bid shall comprise the following: (a) Bid Submission Form and the applicable Price Schedules, in accordance with the bidding document (b) Bid Security or Bid-Securing Declaration, (c) documentary evidence as mentioned in contract data , that the Services conform to the Bidding Documents; (d) documentary evidence in accordance with Bidding Data establishing the Bidder's qualifications to perform the contract if its bid is accepted; and (e) any other document required in the Bidding Data. |
| 9. Bid Prices | 9.1 | The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder. |
| | 9.2 | The Bidder shall fill in rates and prices for all items of the Services described in the in Employer's Requirements, Section VI and listed in the Activity Schedule, 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 | 10.1 | The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees (LKR). |
| 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 extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects. |

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| 12. Bid Security | 12.1 | If indicated in the Bidding Data, the Bidder shall furnish, as part of the 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 and 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. |
| C. Submission of Bids | | |
| 14. Sealing and Marking of Bids | 14.1 | The outer envelope prepared in accordance with sub-clause 8.4 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 (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data. |
| | 14.2 | In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required. 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 |

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| 15. Deadline Submission of Bids | 15.1 | Bids shall be delivered to the Employer at the address specified above no later for 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 Bids | 16.1 | Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder. |
| D. Bid Opening and Evaluation | | |
| 17. Bid Opening | 17.1 | The Employer shall conduct the bid opening in public at the address, date and time specified in the Bidding Data The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. |
| 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 Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22. |
| 19. Examination of Bids and Determination of Responsiveness | 19.1 | Prior to the detailed evaluation of bids, using the information provided in Bid the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) 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. |

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| 20. Evaluation of Bid | 20.1 | <p>The Client shall evaluate each Bid that has been determined, to be substantially responsive.</p> <p>To evaluate a Bid, the Client may consider the following:</p> <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 <p>The Client's evaluation of a Bid may require the consideration of other factors, in addition to the Price quoted if stated in Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of the service.</p> <p>Evaluation shall not be done in item wise.</p> |
| 21. Correction of Errors | 21.1 | <p>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: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> |
| | 21.2 | <p>The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub Clause 12.5.</p> |
| E. Award of Contract | | |
| 22. Award Criteria | 22.1 | <p>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 who has obtained highest combined score as per the evaluation criteria.</p> |
| 23. Employer's Right to Accept any Bid and to Reject any or all Bids | 23.1 | <p>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 action.</p> |
| 24. Notification of Award and Signing of Agreement | 24.1 | <p>The Bidder whose 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 Contract (hereinafter and in the Contract called the "Contract Price").</p> |
| | 24.2 | <p>The notification of award will constitute the formation of the Contract.</p> |

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| | 24.3 | The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. |
| 25. Performance Security | 25.1 | If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Contract Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract. |
| 26 Advance Payment Security | 27.1 | The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting an advanced Payment guarantee and acceptable to the Employer. |

Section II: Data Sheet

Section II: Data Sheet

| ITB Clause Reference | |
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| 1.1 | <p>The Client is: Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03</p> <p>The identification Number of the Bid is : Contract No: SLTDA/RM/NC/NCB/Security-NHR/2020/11R</p> |
| 2 | <p>The Bidder will be responsive if each Bidder has fulfilled following qualification criteria;</p> <ol style="list-style-type: none"> a) Shall have submitted the Business Registration. b) The Certificate of Registration and Annual License issued by the Ministry of Defence c) Has been signed by a person duly authorized to sign on behalf of the Bidder. d) Has sufficient Bid validity period as per Clause 8.1 hereof, and e) Experience as a security service provider having at least five service contracts assignments completed value more than 8 million each for government / semi government Institute over the last 5 years. f) Have conformed to all the requirements without deviation or reservation. |
| 6.2 | <p>The Pre Bid Meeting will be on 20th April 2021 at 10:00 hrs. at Chairman’s Board Room of SLTDA.</p> |
| 11.1 | <p>Bids shall remain valid for 91 days from the date of Bid Closing.</p> |
| 12 | <p>All bids shall be accompanied by a bid security of LKR 168,000.00 issued by a commercial bank operates under the Central Bank of Sri Lanka, shall be valid up to 28 days beyond the date of Bid validity.</p> |
| 15.1 | <p>Address for submission of Quotations is,</p> <p>Chairman, Departmental Procurement Committee, Procurement Division (4th Floor), Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03 Tel: 011-2426800 Fax: 011-2382622</p> <p>Deadline for submission of Quotations is 14.00 Hrs. on 03rd May 2021,</p> |
| 17.1 | <p>The quotations shall be opened at the following address:</p> <p>Sri Lanka Tourism Development Authority, No.80, Galle Road, Colombo 03</p> <p>Date: 03rd May 2021 Time: 14:00 hrs</p> |
| 20.1 | <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: <p>$S_f = 100 \times F^M / F$, in which S_f is the financial score, F_m is the lowest price and “F” the price of the proposal under consideration.</p> <ul style="list-style-type: none"> - 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> |

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| | <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] <p>Total [100 marks]</p> <p>*Score for Technical Information shall be more than 70 marks.</p> |
| 26 | Not Applicable |

Section III: Schedule of Requirements (SOR) and Deliverables

Section III: Schedule of Requirements and Deliverables

Number of hours per shift shall be maximum of 12.

- Number of shifts per day shall be 02. (Day / Night)
 - OIC, SSO, JSO
 - Day - 7.00 a.m. – 7.00 p.m.
 - Night - 7.00 p.m. – 7.00 a.m.
- Contract Period shall be 01 Year.
- **All bidders shall include following information & documents along with the bids. (Formats are attached herewith)**
 - a. List of 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 **(Section 06, Appendix 3, F-1)**.
 - b. Letter of Recommendations from recent 03 clients.
 - c. Document to prove Labour capacity. **(Minimum of 50 numbers of employees)**
 - d. Submission of documents to prove organizational contribution to the EPF & ETF along with the employee contribution. (2019/2020) **(Section 06, Appendix 3, F-2)**
 - e. **Submission of recent documents to prove that the employees are paid equivalent or above the minimum wages approved by the Minimum Wage Act, Wages Board Decisions and Budgetary Relief Allowance Acts.**
 - f. Qualifications and experiences of Security staff proposed for the contract. **(Section 06, Appendix 3, F-3)**
 - g. Proper Uniforms shall be provided by the service provider to the Security staff and **images (photos) of the uniform shall submit.**
 - h. Audited financial statements for the last three years period.
- Price Schedule to be filled annexed in **(Section 06, Appendix 2)**
- An appropriate insurance policy should be obtained by the bidder. All costs relevant in this regard shall be borne by the bidder.
- The service provider shall supply with adequate umbrellas, raincoats, torches, etc to the deployed staff.

SCHEDULE OF REQUIREMENTS & COMPLIANCE

| Item No | Description | Unit | Qty. | | |
|---------|--------------------------------------|-------|--------|-------|---|
| | | | Day | Night | |
| 01 | National Holiday Resort-Anuradhapura | OIC | Person | - | - |
| | | S.S.O | Person | 1 | 1 |
| | | J.S.O | Person | - | 1 |
| 02 | National Holiday Resort-Bandarawela | OIC | Person | - | - |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 1 | 2 |
| 03 | National Holiday Resort-Bentota | OIC | Person | 1 | 1 |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 7 | 7 |
| 04 | National Holiday Resort-Katharagama | OIC | Person | - | - |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 1 | 2 |
| 05 | National Holiday Resort-Nuwara Eliya | OIC | Person | - | - |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 1 | 2 |
| 06 | National Holiday Resort-Passikudha | OIC | Person | - | - |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 1 | 3 |
| 07 | National Holiday Resort-Kalpitiya | OIC | Person | - | - |
| | | S.S.O | Person | - | - |
| | | J.S.O | Person | 1 | 1 |

Section IV: 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 sixty (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 amount 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.

B. 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 SLTDA shall provide the Service Provider such assistance and exemptions as specified in the Condition of Contract.

- 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

Section V - Contract Data

CONTRACT DATA

| Ref. Clause No | Amendments of, and Supplements to, Clauses in the General Conditions of Contract | | | | | | |
|----------------|--|-----|------------|-----|------------|-----|------------|
| 1.1(e) | Providing Security Services to the National Holiday Resorts of SLTDA Contract No: SLTDA/RM/NC/NCB/Security-NHR/2020/11R | | | | | | |
| 1.1(h) | The Employer is 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 (Resort), 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 15th May 2021 | | | | | | |
| 2.3 | The Intended Completion Date is : 2022 | | | | | | |
| 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 initial Contract Price ▪ Validity period of 28 days beyond the intended completion date. ▪ Issued by approved commercial bank operates under the Central Bank of Sri Lanka. ▪ If the employer extend the service period the performance security shall be extended valid for 28 days beyond the extended period. | | | | | | |
| 5.1 | Not Applicable | | | | | | |
| 6.4 | <ul style="list-style-type: none"> • Payment will be calculated based on actual employees who are deploy per day. • A replacement for absent staff shall be provided and if not, following penalty will be imposed for Absenteeism per day. <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">OIC</td> <td>Rs. 300.00</td> </tr> <tr> <td>JSO</td> <td>Rs. 200.00</td> </tr> <tr> <td>LSO</td> <td>Rs. 200.00</td> </tr> </table> • The agreed payment rates (mentioned in the schedule) will be paid for an additional work if required. | OIC | Rs. 300.00 | JSO | Rs. 200.00 | LSO | Rs. 200.00 |
| OIC | Rs. 300.00 | | | | | | |
| JSO | Rs. 200.00 | | | | | | |
| LSO | Rs. 200.00 | | | | | | |

Section VI: 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 91 days 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

Providing Security Services to the National Holiday Resorts of SLTDA

Contract No: SLTDA/RM/NC/NCB/Security-NHR/2020/11R

| Item No | Description | Unit (Shift) | Qty. | | | Unit Price per shift (Without VAT) | Total (Without VAT) |
|--|---|--------------|--------|-------|-------|------------------------------------|---------------------|
| | | | Day | Night | Total | | |
| Providing Security Services for National Holiday Resorts of SLTDA | | | | | | | |
| 01 | Anuradhapura | S.S.O | Person | 1 | 1 | 2 | |
| | | J.S.O | Person | - | 1 | 1 | |
| 02 | Bandarawela | J.S.O | Person | 1 | 2 | 3 | |
| 03 | Bentota | OIC | Person | 1 | 1 | 2 | |
| | | J.S.O | Person | 7 | 7 | 14 | |
| 04 | Katharagama | J.S.O | Person | 1 | 2 | 3 | |
| 05 | Nuwaraeliya | J.S.O | Person | 1 | 2 | 3 | |
| 06 | Passikudha | J.S.O | Person | 1 | 3 | 4 | |
| 07 | Kalpitiya | J.S.O | Person | 1 | 1 | 2 | |
| A | Sub Total 01 (Total Price Per Day) | | | | | | |
| B | (X) 365 days | | | | | | 365 |
| C | Sub Total 01 (A X B) | | | | | | |
| | (-) Less Discount if any | | | | | | |
| | (+) 8% VAT (If any) | | | | | | |
| | Grand Total | | | | | | |

Name of the service provider:

Address

Contact Number :

Signature (Authorized representative):

Seal:

APPENDIX 3 - Forms

FORM F-1

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignments of similar nature:

| S / No. | Name of assignment | Name of project | Owner or sponsoring authority | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed |
|---------|--------------------|-----------------|-------------------------------|--------------------|----------------------|--------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Note: Please attach certificates from the employer by way of documentary proof.

FORM F-2

Number of Employees and EPF & ETF Contribution

| Month | Number of Employees | EPF Contribution Paid Rs. | ETF Contribution Paid Rs. | Remarks |
|------------------|----------------------------|----------------------------------|----------------------------------|----------------|
| <i>Year 2020</i> | | | | |
| Jan | | | | |
| Feb | | | | |
| March | | | | |
| April | | | | |
| May | | | | |
| Jun | | | | |
| Jul | | | | |
| Aug | | | | |
| Sep | | | | |
| Oct | | | | |
| Nov | | | | |
| Dec | | | | |

Note: 1. Copies shall be attached per each month.

2. If the bidder gets the award, in order to release monthly payments, they shall submit copies of the EPF & ETF payment receipts for respective previous month.

FORM F-3

Qualifications and experiences of key staff proposed for the contract;

| Name | Male/ female | Age | Previous experience | | |
|------|-----------------|-----|-------------------------|------|----|
| | | | Institute /organization | From | To |
| | | | | | |
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FORM F-4

**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)]

FORM F-5

Form of Bid Security (Unconditional)

[This Guarantee form shall be filled in accordance with the instructions indicated in brackets]

[insert issuing agency's name, and address of issuing branch or office]

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

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

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*
We have been informed that ----- *[insert (by issuing agency) name of the bidder]* (hereinafter called "the bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

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

This Guarantee shall expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the Contract signed by the bidder and of the performance security issued to you by the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- *(insert date)*

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