

Bidding Document

**Providing of Cleaning & Janitorial Services
for the Ministry of Foreign Affairs**

FA/AD/MU/05/03/2019-II

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MINISTRY OF FOREIGN AFFAIRS
PROCUREMENT NOTICE

FA/AD/MU/05/03/2019 -II

PROVIDING CLEANING AND JANITORIAL SERVICES

The Chairman, Procurement Committee of the Ministry Foreign Affairs will receive sealed bids up to **02.00 p.m on 16th June 2023** for providing cleaning and janitorial services to the following locations of the Ministry:

	Location
01	Republic Building, Janadhipathi Mawatha, Colombo 01
02	2 nd , 7 th , 9 th & 10 th floors of Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01
03	Regional Consular Office – Matara, No.349, Anagarika Dharmapala Mawatha, Pamburana, Matara

Bidding documents are published in the website of the Ministry of Foreign Affairs (www.mfa.gov.lk) on 05.06.2023 and bidders who are interested to submit the bids can down load the bidding document from the Ministry website.

All bids accompanied by an unconditional on demand **Bid Security for sum of Rs. 50,000/=** by a Bank Guarantee issued by a commercial bank registered in Sri Lanka must be delivered in accordance with the instruction to the bidders.

The Ministry of Foreign Affairs will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Sealed bids should be **sent by Registered Post in sealed covers addressed to the Chairman, Ministry Procurement Committee, General Administration Division, Ministry of Foreign Affairs, 9th Floor, Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01** or placed in the Tender Box kept in the **General Administration Division, Ministry of Foreign Affairs, 9th Floor, Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01.**

Bids received will be opened at **02.00 p.m. on 16th June 2023** at the **General Administration Division, Ministry of Foreign Affairs, 9th Floor, Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01.** **Bids will be opened soon after the closure.** Bidders or their authorized representatives are allowed to be present at the time of opening of bids.

For further details please call the Maintenance Unit 011-07711109/ 011- 2324119

Chairman
Ministry Procurement Committee
Ministry of Foreign Affairs
Republic Building
Colombo 01

SECTION A

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

1.1 SCOPE

The Chairman, Ministry Procurement Committee, Ministry of Foreign Affairs, Republic Building, Colombo 01 (hereinafter referred to as MFA) wishes to receive Bids for providing cleaning and janitorial services for the Ministry for one year period (Twelve calendar months).

All Bids are to be completed and returned to the Ministry in accordance with these "Instruction to Bidders" and attached Schedule of works.

1.2 ELIGIBLE BIDDERS

The Invitation to Bids is open to all service providers **who have registered business in Sri Lanka** who takes responsibility for the whole Bid. The bidder shall submit evidence to prove that he is eligible to bid. Non responsive bids will be rejected.

1.3 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of the Bid, and the Purchaser shall in no case be responsible or liable for such costs.

1.4 ASSURANCE

The successful Bidder shall give satisfactory assurance of his ability and intention to provide Services pursuant to the Contract, within the time set forth therein.

1.5 IMPACT OF VALUE ADDED TAX (VAT)

1.5.1 **If the Bidder has registered for the purpose of VAT, he/she should indicate the amount of VAT claimed separately in the bid documents, in addition to the net value of the bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of bids and any Bidder who does not declare his/her VAT registration number while having a VAT registration number will be liable for rejection of the bid.**

1.5.2 **If the Bidder has not registered for VAT, he/she should indicate the net value of the bid. Under this category, the bidder should attach a letter from the Commissioner of Inland Revenue Department, certifying that the Company has not been registered VAT.**

1.6 INSPECTION OF SITE

Bidders should inspect the premises at all **three locations** of the Ministry to acquaint himself of conditions and understand relevant matters before submitting the bids. Bidder must acquaint themselves fully with the expected level and conditions of the bid. No plea for lack of information or insufficient information will be entertained at any time.

2. FORMAL PROCEDURE

- 2.1 The Bidder can quote for the premises mentioned above. The Bid must contain the name and address of business and must be signed and sealed by the Bidder.

2.2 BID SECURITY

The Bidder shall submit Bid security for Rs. 50,000/= by a Bank guarantee issued by a commercial bank registered in Sri Lanka. Also Bid Security should be issued in favour of Secretary, Ministry of Foreign Affairs.

The bid security must be valid for a minimum period of ninety one (91) days from the date of opening of the Bids, according to the format attached.

The Bid Security shall guarantee the execution of the formal contract and the furnishing of the Performance Security as specified within ten (10) days from the receipt of notice of the acceptance of the Bid.

The Bid Security may be forfeited -

- a. If a Bidder withdraws or modifies his/her bid during the validity period of such Bid specified by the Institute.
- b. In the case of a successful bidder, if the bidder fails:
 - i. to sign the Contract;
 - ii. to furnish the Performance Security as required.
 - iii. to agree to an adjusted bid price after the correction of arithmetical errors, pursuant to the criteria described in the bidding documents

2.3 REFUND OF BID SECURITY

The Bid Securities of unsuccessful Bidders will be returned as promptly as possible upon the award of the contract. **The Bid Security of the successful Bidder shall only be returned after the execution of the Contract and provision of an acceptable Performance Security.**

2.4 PERFORMANCE SECURITY

The contractor shall submit Bank guarantee issued in favour of Secretary, Ministry of Foreign Affairs by a commercial bank registered in Sri Lanka as security for the due and punctual performance and fulfilment of his contract and satisfactory completion of the said work, a valid performance bond to the value of 5% of the total contract sum, i.e a total sum for 12 months. This performance bond shall be valid for 13 months from the date of commencement of the work.

3. THE BIDDING DOCUMENTS

3.1 CONTENTS OF THE BIDDING DOCUMENTS

The goods and services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the bidding documents include:

- i. Instructions to Bidders
- ii. Terms and Conditions
- iii. Special Conditions of Contract
- iv. Employer's requirement and activity schedule
- v. Price Schedule
- vi. Specimen of Forms

The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Document or submission of a bid not substantially responsive to the Bidding Documents in every respect on the date and time of closing bids will result in the rejection of the bid.

3.2 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may decide to modify or clarify any part of the Bid Document.

Information pertaining to such modifications will be issued in the form of an Addendum and will become part of the bid. Copies of the Addendum will be sent to all those who have obtained the Bid Documents by registered post and will be binding on them. The Bidder shall enclose the signed Addendum along with the bid.

3.3 REQUESTS FOR CLARIFICATIONS

Any prospective bidder requiring any clarifications or further requirements of the Bidding Documents may notify the Purchaser in writing at the mailing address indicated in the Invitation for Bids. The Employer will respond in writing to any request for clarification or for information of the Bidding Documents, which it revives no later than fourteen (14) days prior to the deadline for submission of Bids prescribed by the Ministry.

Ministry's response in writing, including an explanation of the query, will be sent to all prospective bidders who have purchased Bidding Documents. Oral Clarification, instructions, or modifications, will not be binding on the Ministry.

3.4 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents to the bid exchange by the bidder and the Ministry shall be written in Sinhala, Tamil or

English Language. However, English is the preferable language of this Ministry as the Bid document is prepared in English language.

3.5 CONSIDERATION OF BID

No bids will be considered unless all conditions stipulated in the contract have been strictly accepted in writing, by signing, at the end of the conditions of the contract document.

4 PREPARATION OF BIDS

4.1 DOCUMENTS COMPRISING THE BID

The Bid prepared by the Bidder shall comprise the following components;

- a) Bid Form and Price Schedules duly completed and signed;
- b) Documentary evidence to establish, in accordance with Section 1.2, that the bidder is eligible to bid;
- c) Business Registration Number and copy of the certificate of business registration
- d) A list of organizations to whom the bidder has provided janitorial services or presently providing services during the last two years. (please give names, addresses, contact telephone numbers etc.)
- e) At least two or more service certificates from reputed clients to whom the bidder has provided similar services during the last three years
- f) Existing organization chart of the company
- g) List of equipment available for janitorial services in your company at present which could be deployed for work at the Ministry of Foreign Affairs
- h) Photocopy of the latest audited financial statement of the company. (if available)
- i) Documentary evidence to establish that the goods and services to be supplied by the bidder confirm to the Bidding Documents;
- j) Bid Bond furnished in the prescribed format;
- k) Any Addendum to the Bid Document issued, duly signed.

Bids should be submitted for providing of cleaning and janitorial facilities for the following locations for one year period (Twelve calendar months):

1. Ministry of Foreign Affairs, Republic Building, Colombo 01
2. 2nd, 7th, 9th & 10th floors of Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01
3. Regional Consular Office - Matara, No.349, Anagarika Dharmapala Mawatha, Pamburana, Matara

4.2 BID FORM

The bidder shall complete the original and one copy of the Bid form and the appropriate Price schedules furnished in the Bidding Documents

4.3 BID PRICES

The Bidder shall complete the appropriate Price Schedules included herein, state the Prices and the Total Bid Price of the services to be provided under the Contract. All goods and services shall be separately itemized and quoted for.

Optional Items/services offered should be price scheduled separately with the prices of options not being included in either the total price or in the total bid price.

Prices quoted in the Bid Form shall enter in figures and repeated in words. **If there is any discrepancy between the word and the figures, the prices quoted in words shall prevail.**

Bids with incomplete or erroneous schedules are liable rejection. All alternations and erasures in the Bid shall be authenticated.

4.4 DISCOUNT

Any discount offered should be clearly shown in the price schedule in the appropriate place and distributed among all unit rates of the work schedule and not on a percentage basis of the total bid sum. **Letters offering discounts as annexure to the Bid documents will not be accepted.**

4.5 CORRECTIONS AND ALTERNATION BIDS

Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialled. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink or correction fluid should not be used for corrections.

5 BIDDER'S ABILITY TO EXECUTE CONTRACT

Bidders should ensure their capability in providing the services within the period stipulated for supply in their quotations, before submitting the offers.

6 SUBMISSION OF BIDS

6.1 SEALING, MARKING AND SUBMISSION OF BIDS

The bidder shall seal separately the original and copy in two envelopes and mark them as "ORIGINAL" and "COPY". They should bear the word "Providing Cleaning and Janitorial Services for the Ministry of Foreign Affairs-2023"

These two should then be sealed in an outer envelope bearing the words "Providing Cleaning and Janitorial Services for the Ministry of Foreign Affairs-2023" on the left hand corner and should be addressed to: The Chairman, Procurement Committee, Ministry of Foreign Affairs, 9th Floor, Ceylinco Building, 69, Janadhipathi Mawatha, Colombo 01.

7 DEADLINE FOR SUBMISSION OF BIDS

The bid must be received by the Ministry at the address above on or before 16 June 2023 at **2.00 p.m.** A sealed Tender Box will be available at the office of the General Administration Division, Ministry of Foreign Affairs, 9th Floor, Ceylinco Building, Colombo 01 for placing such bids.

8 LATE BIDS

Any bid received by the Ministry after the deadline prescribed for submission of bids will be declared "LATE BIDS" unopened.

9 MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw his/her bid after the submission of the bid provided that written notice of the modification or withdrawal is received by Ministry prior to the deadline prescribed for the submission of bids.

The bidder's modification or withdraw notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause. A withdrawal notice may also be sent by fax but must be received by the Ministry prior to deadline prescribed for the submission of the bids. Such withdrawal notice must followed by signed confirmation copy. Bids so withdrawn will be return unopened.

No Bid shall be modified subsequent to the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between opening of the Bids and expiration of the period of validity on the Bid Form.

10 OPENING OF THE BIDS

Secretary, Ministry of Foreign Relations or his/her representatives will open bids, in the presence of bidders or their authorized representatives at **2.00 p.m on 16 June 2023** at the following address:

General Administration Division
Ministry of Foreign Affairs
9th Floor, Ceylinco Building
Colombo 01

The bidders or their authorized representatives who are present shall sign a register evidencing their attendance.

The bidder's name, price quoted in the bid form, presence or absence of Bid security and other details the Ministry may consider appropriate will be announced and recorded at the time of opening of the bids.

11 CLASSIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of bids, the Ministry may, at the Ministry'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 Ministry 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 Ministry in the evaluation of the bids.

12 PRELIMINARY EXAMINATION

The Technical Evaluation Committee (TEC) will examine the bids to determine whether they are completed in every respect pertaining to the requirements of the bid. These include the submission of documentary evidence where necessary, whether any computational errors have been duly signed, and whether the Bids are generally in order. Bidders are cautioned to be extremely careful in computing price quoted. **Price quoted should be accurate and exact. Total contract sum will be considered for the evaluation.**

If there is a discrepancy between the amount in words and figures, the amount in words shall prevail.

13 REJECTION OF OFFERS

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity. A substantially responsive bid is one, which conforms to all terms and conditions of the bidding procedure without significant deviation as determined by the Technical Evaluation Committee.

Bids will be rejected if they:

- i. Fail to conform to tender procedure outlined herein;
- ii. Fall short of requirement of Ministry;
- iii. Contain errors and / or omissions;
- iv. Contain any part that is illegible;
- v. Contain unacceptable conditions stipulated by the bidder;

14 EVALUATION AND COMPARISON OF BIDS

The objective of the evaluation procedure is to select a suitable service provider for the provision of cleaning and janitorial services for the Ministry, offered by a bidder best qualified to satisfactorily perform a contract.

The evaluation of the bid will be done taking into account of the following:

- Before evaluating the bid the Ministry will determine whether bid is signed properly.
- Substantially responsive bidder will be determined considering factors of qualification, experience and other conditions mentioned in the section C.

15 CONTACTING THE PURCHASER

Subject to Clause 11, no bidder shall contact the Ministry on any matter relating to his bid from the time of bid opening to the time the Contract is awarded.

Any effort by the bidder to influence the Ministry on matter in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the bidder's bid.

16 EMPLOYER'S (Ministry of Foreign Affairs') RIGHTS

The Ministry reserves the right to accept any bid or reject any bid, to waive any informality, minor deviation or omission, and to annul bidding process and reject all or any bid at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

17 AWARD OF CONTRACT

The Ministry will award the Contract to successful bidder, whose bid has been determined to be the most responsive bid, meeting the standard and capabilities in the stated requirements.

18 NOTIFICATION OF AWARD

The Ministry will notify the successful Bidder in writing by registered letter to the bidder's address given in the bid documents or to any other address notified, that his bid has been accepted.

The notification of award will constitute the information of Contract until a formal contract is signed by both parties.

On the receipt of notification of award and before the signing of contract, the successful bidder shall initiate the preparation.

19 CONTRACT AND SURETY

19.1 The successful bidder will be required to execute a formal Contract incorporating all agreements between the parties with a Performance Security Bond to the amount of five percent (5%) of the Value of the Contract to guarantee its proper and faithful execution. The Contract will be entered into with the least possible delay after the notification of award (letter of intent). Within 14 days after receipt of the letter of Acceptance, the successful Bidder shall deliver to the Ministry a Performance Security Bond in the format specified and shall be from an approved Bank operating in Sri Lanka within 14 days

All costs in connection with such guarantee shall be borne by the Bidder.

19.2 At any time up to the signing formal Contract, the Ministry reserves the right to vary the quantities of items specified after necessary negotiations and amendment to the total bid price.

19.3 The successful bidder shall complete delivery and installation of the equipments within thirty (30) days of signing the agreement and will be required to pay to the Purchaser, liquidated damages as indicated in Section B under " Terms and Conditions"-(4). Delivery for any delay.

20. AUTHORITY TO SIGN THE AGREEMENT

The contract shall be entered into between the successful bidder and the Secretary, Ministry of Foreign Affairs. The designation "Secretary" shall mean and include the officer for the time being holding such office and his successors in office for the time being of the Ministry of Foreign Affairs. The successful tender applicant must produce at his expense, stamps to be affixed to the contract in payment of a stamp duty (if applicable)

21. CONTRACT PERIOD

The contract is awarded for a period not to exceed **one year (twelve calendar months)** from the date of commencement, unless renewed in writing with the agreement of both parties. The effective date shall be decided at the time of signing the contract by both parties but shall not be more than seven (07) days beyond the date of finalization of the contract.

22. OBSERVATION PERIOD

The successful bidders will be awarded the contract initially for a period of three (3) months. During this trial period, the services of the contractor will be evaluated and if the services are found to be unsatisfactory then his contract will be terminated, or else the contract may be extended to a further 9 months to cover a period of one year.

23. TERMINATION/ REVOCATION

Notwithstanding to the contrary, hereinafter the agreement may be terminated by giving 7 days notice in writing if the services are unsatisfactory. In all other instances, one (1) month written notice with explanations should be given by each party to the other party, to terminate the contract before the scheduled date of completion of the contract period.

SECTION - B

TERMS AND CONDITIONS

1. LETTING & SUB LETTING

The entire contract or part of it should not be assigned or sublet without the prior authority of the Secretary, Ministry of Foreign Affairs. Secretary, Ministry of Foreign Affairs has the right to authorize any person to carry out work on behalf of the contractor.

2. INDEMNIFYING MINISTRY OF FOREIGN AFFAIRS AGAINST INJURY

The contractor shall indemnify the Secretary, his officers, agents and employees against any injury to or in respect of any employee of the contractor under the workmen's compensation act or extension thereof. It is the sole responsibility of the contractor to enter into bonds and policies with the approval of the Ministry for safety and security of his workforce.

3. ONLY SRI LANKAN LABOURERS

The successful bidder shall employ only Sri Lankan labourers in carrying out services under this contract. The employment of only Sri Lankan labourers carrying out services bid for will be made a condition of the contract. The failure on the part of the successful bidder to fulfil this condition will be treated as a breach of the terms of contract and will render the contract liable to a cancellation. However, under exceptional circumstances, Secretary, Ministry of Foreign Affairs may permit the employment of non-Sri Lankan labour. The term "Sri Lankan" shall mean and include a citizen of Sri Lanka.

4. GENERAL LIABILITY INSURANCE

The contractor shall at his own expense, effect, maintain and keep in force throughout the life of the contract, a General Comprehensive Public Liability Insurance Policy or Policies to cover all injuries, losses or damages arising out of or caused by acts or commissions of the contractor, his officers, agents / employees invitees or licensees in connection with his operation/ servicing of his contract/ or use of the Ministry of Foreign Affairs, Republic Building, Colombo 01.

5. INDEMNIFY

The contractor shall at all times with respect to the performance of his services, give due care for safety of employees and the participants. He shall defend, hold harmless and indemnify the Secretary, Ministry of Foreign Affairs his officers/ agents and employees from and against claims or demands for damages, including claims for property damage, personal injury or death, arising from, growing out or caused by any act of omission or commission on the part of the contractor, his officers, agents or employees in connection with the performance of the contractor's services at Ministry of Foreign Affairs, Republic Building, Colombo 01.

6. DESIGNATION OF AUTHORISED OFFICERS

The contractor shall designate at the time of signing the contract authorized officers, who will represent the contractor at all times with respect to the work carried out by the contractor under the terms of this contract at Ministry of Foreign Affairs, Republic Building, Colombo 01.

7. PROSECUTION OF THE WORK

The contractor shall commence work under the contract on the date indicated in the "Contract of Award". The Contractor shall provide the services as included in the "Scope of Work" which shall be accomplished to the standards as established by the Secretary, Ministry of Foreign Affairs, Republic Building, Colombo 01.

All questions, which arise during the course of the work, should be brought to his immediate attention which must be resolved by the staff officers of the Ministry.

8. ALTERATION OR REVISIONS TO THE CONTRACT

Secretary, Ministry of Foreign Affairs reserves the right to alter the scope of services to be performed by the contract, at any time, by notifying the contractor in writing. Should such alterations or revisions cause an increase or decrease in cost to the contractor, an

adjustment in the amount of compensation will be made, as determined through a mutual agreement.

9. CLAIMS BY THE CONTRACTOR

In the event, the contractor believes that extra compensation is due to him for such work covered by the contract, he shall notify in advance, the Secretary, Ministry of Foreign Affairs, in writing, his intention to make claims for such extra compensation. Such notice by the contractor shall not in any way be considered as an approval of the claim. The claim shall be reviewed and if the claims are found to be just, it may be allowed as an extra work.

10. EXTRA WORK

The contractor when ordered in writing by the Secretary, Ministry of Foreign Affairs, shall perform any additional work beyond the content of the contract, such work shall be performed in accordance with the order issued by the Secretary and will be paid as per the rates quoted by the contractor in the Section (C) of the schedule of works, if such items are not included in the content of work.

11. EXCEPTIONS

As the normal operation of the Ministry premises involves a wide complexity of activities, the contractor shall comply with certain variations, in the form of direction by the Secretary, Ministry of Foreign Affairs, as long as the work involved is of the same general nature of work included in the scope of work, and not involving extra workers, materials or extra cost to the contractor, which will not to be considered as extra work and will not be compensated. The Ministry will however, accept a reasonable reduction of normal services when workers and/ or materials are redirected to these temporary activities.

12. AUTHORIZED PERSONS FOR SUPERVISION

The contractor should ensure that authorized officers or his representatives are present to supervise any cleaning or maintenance work that is required to be carried out at the three premises of Ministry of Foreign Affairs premises and to co-ordinate with the Secretary /staff officer where necessary, to carry out speedy repairs or replacement or re- instalment of fittings and/ or materials and/ or installations.

The contractor should employ personnel in sufficient numbers as stated in the bid to complete the assigned task/ work required to be carried out in a workman like manner. Priority should be given to urgent work such as blockage and stench. The numbers quoted in the bidders are the minimum requirements and it is the responsibility of the contractor to deploy more, if necessary for satisfactory completion of the job.

13. ILLEGAL ACTIVITIES

The contractor shall ensure that none of his staff be engaged in any activity illegal or otherwise unacceptable to the Ministry, which is not included in the scope of services. Any employee of the contractor observed to be engaged in any illegal or unauthorized activity or in any improper behaviour as may be determined by the Secretary, Ministry of Foreign Affairs, or his representatives shall be subjected to immediate removal from

the Ministry of Foreign Affairs premises at Republic Building, Colombo 01 by the contractor.

14. IDENTITY CARDS

The contractor shall issue identity cards for his employees. The format of the identity card will have to be approved by the Secretary, Ministry of Foreign Affairs. The identity card should be produced to the security staff or any other officer, if asked for.

15. CONTROL OF WORK

Secretary through Director General / Director /Deputy Director (Admin) will control and evaluate all work performed under this contract at the all three premises of the Ministry of Foreign Affairs. The quality of services performed (i.e. standards, efficiency, etc) while subject related in nature, will be determined by the Secretary, Ministry of Foreign Affairs to organize/ assign Ministry staff, to monitor/ evaluate the performance of such work.

16. TERMS OF PAYMENT

Payments will be made in the following manner:

16.1 BILLING PERIOD

The billing period shall be one calendar month from the first day of the month to the last day of the month. The contractor shall submit to the Secretary within five (5) working days after the end of the month, a bill for services rendered, which shall consist of changes as per the contract terms, plus any claim for extra work together with certified documentation with prior approval for extra work.

16.2 PROCESSING OF PAYMENT

Secretary, Ministry of Foreign Affairs shall upon receipt of the contractor's bill and supporting documents arrange checking the bill for payment to the contractor. Payment will be made by a cross and account payee cheque within 30 working days of the receipt of the bill, if the bill is in order.

17. DEDUCTION/SUSPENSION OF MONTHLY BILLS

Total/ partial deductions will be made from monthly bills on items, which are not done or unsatisfactorily done. Additional deductions will be made for non attendance of the staff based on the quantities stated in Section B-27. Payment of monthly bills due to work done in the all three premises of Ministry will be suspended temporarily, if a deduction for any item of work is continued for more than 3 consecutive months. Payment thus retained will be released after 100% successful completion of such item/ items.

When making payments, 25% will be deducted as a penalty for items of work which have not been done satisfactorily and deductions are considered based on complaints received regarding unsatisfactory services, specially for washroom cleaning. (in addition to condition No.7.4)

Work schedule sheet should be displayed at all Washrooms (inside of the Washroom) and Supervisor's signature shall be included in the sheet for supervision of each 04 times of cleaning done by janitors.

18. DEDUCTION FOR NON-ATTENDANCE

In the event of non adherence to above clause where the required number of employees are not employed by the contractor, a sum equivalent to the daily pay of the employee plus another 25% amount of the daily pay will be deducted from the total contract sum of the month for each absentee.

The contractor is responsible for each and every item taken over by the contractor at the beginning and during the contract period. Any losses or damages to the items will be deducted from the company on a replacement cost basis.

All employees engaged on duty should record their times of arrival and departure using the finger scanning machine. All payments will be made on the attendance reports obtained from this machine.

19. SUPPLY OF TOOLS AND MATERIALS

The contractor shall be responsible for supplying at his own expense, all tools, equipment, chemicals, polish etc necessary for the services of the contract. A store room will be provided to store the contractor's tools, equipment and materials. All these items should be kept in the Ministry premises.

20. WAGES TO WORKMEN

The contractor shall pay fair wages with due consideration to the Wages Boards Ordinance to workmen working under him. He shall permit any authorized officer of the Ministry of Foreign Affairs or the Commissioner of Labour or his representative to have access to and to inspect all books, check-rolls, muster and other documents relating to labour employed by him in connection with the contract.

21. WORKING HOURS

All cleaners and supervisors should be available from Monday to Friday from 7.30 a.m. to 4.30 p.m. and Saturday from 8.00 a.m. to 1.00 p.m. However, the working hours for the cleaning staff deployed at the Consular Affairs Division are 6.30 a.m. to 5.00 p.m. The service should be provided in addition to the above timings as per the requirements of the Divisions.

22. WEEKENDS AND PUBLIC HOLIDAYS

The cleaning staff should provide assistance to the Ministry staff on Sundays and Public holidays if the need arises, as requested by the Secretary/Foreign Affairs or his representatives of the Ministry of Foreign Affairs, in accordance with the frequency of cleaning services attached hereto. Rates for working on Sundays and Public holidays should be mentioned separately.

23. STRAY DOGS & CATS

It is the responsibility of the contractor to get rid of stray dogs and cats from the premises of the Ministry.

24. DAILY REPORT

The contractor may prepare and, maintain a daily attendance and a detailed report including the following details.

- a) Date
- b) No. of Male Janitors
- c) No. of Female Janitors
- d) Name of the Supervisor
- e) Any item missing in toilet/ bathroom/ pantry
- f) Any defects, leaks etc. in toilet/ bathroom/pantry
- g) Difficulties to carryout work due to short falls on the client's side
- h) Name and signature of the supervisor/ Male Janitors/ Female Janitors who have reported to duty by registering their arrival using the finger scanning machine.

25. EVALUATION SHEET

The evaluation sheet which has to be collected from Maintenance Unit covering important items available in the schedule of work need to be certified monthly by the Head of the Branch of each division.

26. UNIFORM

The staff of the cleaning services must wear uniforms while on duty. The uniform should be approved by the Secretary/ Foreign Affairs..

27. NUMBER OF CLEANING STAFF

Minimum labourers expected of each location			Minimum Supervisors expected of each location	
	Total (without supervisor)	Minimum no: of male workers required	Female	Male
Republic Building, Colombo 01	30	12	1	1
Ceylinco Building, Colombo 01	12	03	1	-
RCO Matara	01 (Female)	-	-	-

28. APPLICABLE LAW

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

SECTION - C

1. SPECIAL CONDITIONS OF CONTRACT

1. Employees should be below 60 years of age and copy of the N.I.C. should be submitted.
2. Cleaners and Supervisors should be physically and mentally sound for serving during the time duration allotted to them.
3. Bidders should have comprehensive insurance coverage for the cleaning staff and equipment that belong to the Ministry of Foreign Affairs.
4. The contractor should furnish a programme of work in respect of all items except continuous and daily work.
5. For proper execution of the job, the Bush cutting machine, Vacuum Cleaner and High pressure machine should be kept at premises permanently during the contract period. In addition, heavy-duty polishers and other machines must also be kept to attend to polishing work.
6. Sufficient number of labourers should be employed at premises for satisfactory completion of work, irrespective of the minimum number quoted in the bid.
7. Specially trained male and female labours should be employed to clean the toilets.
8. Special chemicals must be used when the toilets are cleaned at weekends. Relevant machinery should be used to clean the tiles.
9. All the chemicals that are used to clean should be handed over to the supervisor of each location and necessary quantity is issued weekly.

One experienced janitor should be employed on permanent basis to clean the cafeteria.

2. SCHEDULE OF REQUIREMENT

Frequency of cleaning services provided for Ministry of Foreign Affairs – 2023	Daily	Weekly	Monthly	On request	Remarks
Office Area					
Dusting & Damp wipe cleaning of office furniture & fitting	x	--	--	x	Additional cleaning should be provided on the request of the Management
Removal of garbage & waste and dumping to collecting bay	x	--	--	--	--
Clean & Disinfectant telephone	x	--	--	--	--
Removal of dust & finger marks from windows & glass pane	x	--	--	--	--
Removal of cobwebs inside premises	x	--	--	--	--
Polishing of all brass name plates & fittings	--	x	--	--	--
Cleaning of Light fixtures & other fittings	--	--	x	--	
Cleaning of A/C diffusers & panels	--	--	x	--	--
Cleaning of dust on vertical blinds and drapers	--	--	x	--	--
Watering of indoor plants & Flower pots	x	--	--	--	--
Vacuuming & shampooing of sofas, vertical blinds & fabric walls			x		
Shampooing of carpets			x		
Floor Area					
Sweep and mopping	x	--	--	--	--
Polishing and buffing	--	x	--	--	--
Carpet Vacuuming and removal of spot	--	x		--	--
Scrub cleaning of toilets floors	--	x	--	x	--
Public waiting area located in the Ceylinco Building, RCO Matara and the cafeteria in the Republic Building	x				should be cleaned on hourly basis
Toilets					
Cleaning, washing & disinfectant with air fresheners	At least five times per day (every 2 hours)	--	--	x	Additional cleaning should be provided on the request of the Management

Garden Area					
Sweeping of external area, watering of plants & lawn area	x	--	--	--	--
Cleaning of drains, man holes and gutters	x	--	--	--	--
Cleaning of flower bed	--	x	--	--	--
Supply of Pots * Republic Building – 60 pots (Flower pots should be changed weekly)		x	-		Minimum height of a plant is 3 feet & should be well maintained
Arranging the Main Conference Hall, Mini Conference Hall & Bilateral room, etc for Meetings				x	

***Not applied for RCO Matara**

3. PRICE SCHEDULE - JANITORIAL SERVICES SCHEDULE OF WORKS

Cost Breakdown

Note: The rates proposed for the following items should be fair and sufficient to execute the expected work. If fair rates are not given, the contractor should agree to negotiate the rate with the Ministry.

		Amount per month Rs.
1-A	CONTINUOUS SERVICES	
1-A-1	Sweep and wet mop with suitable chemical the floors to remove dust and dirt in all corridors during office hours.
1-A-2	Sweep and clean polished cement floors and tiled areas in corridors of all buildings and maintain a glossy appearance using any suitable method
1-A-3	Cleaning of all toilets & bathrooms, Public waiting area located in the Ceylinco Building, RCO Matara and the cafeteria in the Republic Building, (every two (02) hours, minimum of 4 times per day – Before 8.30 am, 11.00 am, 2.00 pm, 4.00 pm or as and when necessarily arises) pantries including descaling and washing of tiles and all sanitary using a suitable detergent and necessary disinfecting chemicals, air fresheners etc. (Approved by the Ministry)

Number of Toilets

Republic Building, Colombo 01

• Hon. Minister's Room Toilet	- 01
• Hon. State Minister's Room Toilet	- 01
• Upper floor VIP toilet	- 01
• Ground floor VIP toilet	- 01
• Secretary's Bureau toilet	- 01
• State Secretary's gents & ladies toilet	- 02
• Main Conference hall gents & ladies toilet	- 02
• Upper floor common gents & ladies toilet	- 04
• Ground floor common gents & ladies toilet	- 04
• Former Cabinet Office Upper floor toilets	- 03
• Former Cabinet Office Ground floor toilets	- 02
• Former Cabinet Office Basement toilets	- 02
• Car washing area toilet	- 01

- Driver's rest room toilet - 01

Ceylinco Building, Colombo 01

- 2nd floor ladies toilet - 02
- 2nd floor gents toilet - 02
- 2nd floor DG's toilet - 01
- 7th floor ladies toilet - 01
- 7th floor gents toilet - 01
- 7th floor Add. Sec(Economic Affairs) toilet - 01
- 9th floor ladies toilet - 01
- 9th floor gents toilet - 01
- 9th floor Addl. Sec. (Admin)'s toilet - 01
- 10th floor ladies toilet - 01
- 10th floor gents toilet - 01
- 10th floor CA's toilet - 01

RCO, Matara

- Gents & Ladies toilet - 01

1-A-4 Sweep and clean the polished tiled floors and maintain a glossy appearance using any suitable method in the cafeteria and dining halls

1-A-5 -Ditto-in Dining Halls, cafeteria and all office spaces and cubicles

Total carried over =====

I-B DAILY SERVICES Amount per month Rs.

1-B-1 Sweep and clean all floor areas to take off dust and dirt and wet mop wherever necessary not covered under item 1 - A-1 and 1 - A-2

1-B-2 Remove all waste paper baskets in offices and all wet garbage bins in all buildings including the

- cafeteria, dining etc. and stack in large garbage bins
- 1-B-3 Dusting and cleaning of all office furniture and equipments to take out accumulated dust and disinfecting of telephones with a suitable detergent. (tables, chairs, cupboards, computers photocopy machines etc.)
- 1-B-4 Sweep and wet mop to remove all dust and dirt from vinyl tiled floor.
- 1-B-5 Sweep and clean carpet areas to take-off all dust
- 1-B-6 Cleaning of all drains and man holes and gutters in the entire premises
- 1-B-7 Spot removing of glass partitions, doors, windows and walls
- 1-B-8 Car park should be swept and garbage should be collected.
- 1-B-9 Two car porches should be swept and garbage should be collected.
- 1-B-10 Cleaning of Court Yard.
- 1-B-11 Trimming, weeding and watering of flowers beds, Flower pots, including trimming and pruning of plants and trees in the garden
- 1-B -12 Arranging flower pots in the lobby, corridors and rooms and areas surrounding the entrances of buildings. (Minimum 60 Flower Pots)

- 1-B-13 Maintaining lawns and the entire garden including
the boundary fence and pump house area by trimming,
removing fallen dry leaves, garbage etc. and
watering if necessary
.....

- 1-B-14 Sweep and wet mop polished cement floors and Tile and
maintain a glossy appearance including cleaning
of wash basins, glass, doors, walls, fans, removing
cobwebs etc. Rates to include cleaning the dining
tables using a suitable detergent etc. in cafeteria
.....

- 1-B-15 Sweep and clean polished cement floors and maintain
a glossy appearance in the two locations
.....

- 1-B-16 Sweep and wet mop to remove all dust
and dirt from the terrazzo floor surface
and maintain the floor with buffing where
ever necessary
.....

- 1-B-17 Sweep and clean the garden, roads,
pavements and external parking areas
and trimming and watering the lawn
.....

- Total Carried over**
=====

Weekly Services

- I-C-1 Cleaning of Tiled Floor using suitable chemicals (Tile Cleaner)
Ground Floor and First Floor with staircases of Main Building,
Office spaces at rented locations and all areas of new Residential
Buildings, scrubbing cleaning of Toilet floors
.....

- I-C-2 Polishing of all cement floor areas with suitable
Floor polish using a heavy duty industrial floor polisher
.....

- I-C-3 All window glasses, two car porches to be cleaned with a suitable wipe down implements and a suitable glass cleaning detergent in view to maintain a good appearance and the brass name plates and fittings to be polished with suitable chemical for appearance of the surface.
- I-C-4 Breaking and removing of all cobwebs and cleaning of ceiling fans in all buildings
- I-C-5 Manuring of all flower plants and pots using fertilizer
- I-C-6 Vacuum Clearing of all carpet areas & Spot removing
- I-C-7 Scrubbing and washing of Terrazzo Floor using heavy duty Industrial polisher and waxing
- I-C-9 Wash and Clean car park, roads, pavements and parking areas High pressure gun and air blower machine (to remove tree leaves) should be used to clean
- I-C-10 All hand railings should be cleaned using suitable chemical
- I-C-11 Clean all places when rain water is collected and breed mosquitoes as and when required (should hold the responsibility in case the CMC takes legal action)
- I-C-12 Remove all perished tree trunks suspected to cause damage to property and vehicles in park (When necessary)

Total Carried over =====

I-D Monthly Services

- I-D-1 Shampooing & vacuuming of carpets, sofas etc. to remove all dirty and stain with the use of suitable shampoo chemicals
- I-D-2 Cleaning of Light fixtures & other fittings, A/C diffusers & panels dust on vertical blinds and drapers

Total Carried over =====

JANITORIAL SERVICES
SUMMARY

Total Amount for Republic Building	Rs.
Total Amount for Republic Building with Tax	Rs.
Total Amount for Ceylinco Building	Rs.
Total Amount for Ceylinco Building with Tax	Rs.
Total Amount for RCO Matara	Rs.
Total Amount for RCO Matara with Tax	Rs.
TOTAL CONTRACT SUM PER YEAR	Rs.
<u>Less</u>	
If any Discount	(Rs.)
Net Contract Sum	Rs.
Add VAT (VAT Reg. No.....)	Rs.
Other Taxes	Rs.
TOTAL CONTRACT SUM WITH VAT PER YEAR	Rs.

Total contract sum will be considered for the evaluation.

Total contract sum in words Rs.-
.....
.....

Contractor's signature :-

Name :-

Address :-

.....

Date :-

Rubber Stamp :-

**SCHEDULE OF BASIC PRICE OF MATERIALS
(EX-FACTORY/ SHOP AND LABOUR WAGES AS AT 31.05.2023)**

a) LABOUR

	Labour category	Hourly rate or daily paid rate

b) MATERIALS

Materials	Source of supply	Unit	Price

*Each premises should be provided with a vacuum cleaner.

DISTRIBUTION OF MAN POWER AND MACHINERY

01. Distribution of Manpower

Category	Nos. to be Employed
Supervisor	03
Janitor (Male)	15
Janitor (Female)	28
Total	46

02. Equipment (Machines) to be deployed.

Note : Lawn movers, polishers and vacuum cleaners must be at the site permanently.

Equipment	Capacity	Year of Manufacturing	Make and type	Approx. cost of Machine/ Equipment

BREAK DOWN OF BID SUM

03. Break down of the Bid figure

Description	Amount
For supervising staff	
For Labour	
For Material	
For Machine/Equipment	
Over head and profit	
VAT	
.....	
.....	
Total	

Extra / Special work

Description (per day)	Amount
Lady Janitor	
Male Janitor	
Supervisor	

4. TECHNICAL SPECIFICATION

DISTRIBUTION OF MAN POWER AND MACHINERY

Minimum labourers expected of each location			Minimum Supervisors expected of each location		
		Total (without supervisor)	Minimum no: of male workers required	Female	Male
Republic Colombo 01	Building,	30	12	1	1
Ceylinco Colombo 01	Building,	12	03	1	-
RCO Matara		01 (Female)	-	-	-

SCHEDULE OF DEPLOYMENT OF JANITORIAL STAFF

Location	No. of persons	
	Male	Female
Hon. Minister's Bureau, VIP room and Minister's washroom	-	01
Hon. State Minister's Bureau	-	01
Secretary's Bureau & Washroom Addl. Sec (Multilateral Affairs)	-	01
Addl. Sec (ME, CA, Africa), Ocean Affairs Division	-	01
Addl. Sec (Bilateral), Addl. Sec (State Ministry)	01	
Corridors (up & down) of the Building, Staircase	01	
CProt Room, West Division, South America, Library, HRD Division	02	
Protocol & UN Divisions	-	01
Africa Division, OAM & D, HR & MM Divisions, Middle East Division	-	02
Ground floor Minister's Staff Office, Mini Conference Hall, Lan Room, Card puncher, Security Mail	-	02
Legal Division, South Asia & SAARC, MSD, Public Diplomacy	01	01
Transport & Media Unit, Guard rooms, Reception area	01	-
Common Washrooms – upper floor (Ladies & Gents)	01	01
Common Wash Rooms – ground floor (Ladies & Gents)	01	01
Common washroom (near Stores and upper floor) (Ladies & Gents)	01	01
South Asia Division, South East Asia Division, NOAC	01	-
Former Cabinet Office – upper floor, basement	-	02
Yard	01	02
Cafeteria	01	-
Driver's rest room, C/Prot room	-	01
Supervisors	01	01
Total	13	19

Ceylinco Building

Location	No. of persons	
	Male	Female
2 nd Floor (Consular Division) and 02 washrooms, corridor	02	03
7 th Floor (Economic Affairs Division) and 02 washrooms, corridor	-	02
9 th Floor Admin Division and 02 washrooms, corridor	-	02
10 th Floor Finance Division and 02 washrooms, corridor	01	01
Supervisor		01
Total	03	09

Regional Consular office-Matara

Location	No. of persons	
	Male	Female
No.39, Anagarika Dharmapala Mawatha, Pamburana, Matara	-	01
Total	-	01

SECTION D
SPECIMEN OF FORMS

1. BID FORM

Chairman of the Procurement Committee
Ministry of Foreign Affairs
Republic Building
Colombo 01

Bid for providing cleaning and janitorial services for the Ministry of Foreign Affairs

I / We the undersigned, having read and fully acquainted myself / ourselves with the contents of the "Instructions to Bidders" and "Terms and Condition" pertaining to the above tender, along with the specifications mentioned, do hereby undertake to provide, cleaning and janitorial services for the Ministry of Foreign Affairs referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions, and the specifications for a total Bid price of Rs..... The make up of the aforesaid total Bid price is given in the accompanying price Schedule.

I / We confirm that this offer shall be open for acceptance untiland that will not be withdrawn prior to that date.

I / We attach hereto the following documents as part of my / our Bid:

1. Price Schedule
2. Documentary evidence to establish eligibility to bid
3. Documentary evidence to establish that goods offered from an eligible source and origin
4. Documentary evidence to establish that services provided
5. Statement relating to maintenance of Hardware /Software
6. Bid Bond
7. Documentary evidence to establish qualifications for the performance of the Contract.
8. Any other document

I / We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or accept any part of a Tender without assigning any reason thereto.

My / Our bank reference is as follows:

.....
.....

Signature of Bidder :

Name of Bidder :

Address :

.....

.....

E-mail :

Web Site :

Telephone No :

Fax No :

Date :

Company Seal

2. CONTRACT

Bid for providing cleaning and janitorial services for the Ministry of Foreign Affairs

This Contract is executed and delivered this day of of the year two thousand and seventeen

BETWEEN

Ministry of Foreign Affairs, Republic Building, Colombo01 (hereinafter called "the Employer")

AND

.....
.....
(Hereinafter called "the Service provider")

The Employer and the Service provider mutually agree as follows:

1. CONTRACT DOCUMENTS

The following documents are attached to this contract and are incorporated in and made part of this Contract as though written out and forth herein:

- The Bid and Accompanying Data
- Instructions and Information for Bidders
- Terms and Conditions
- Specifications
- Any and all Addenda or modifications to the above.

ACCEPTANCE OF BID AND AGREEMENT FOR SALE

The Employer has accepted the Bid for the Service provider to provide services and render services specified in accordance with, and subject to all of the terms and conditions of the Contract document

MUTUAL OBLIGATIONS

The Employer and the Service provider mutually agree to perform, fulfil, abide by, and submit to any and all of the provisions and requirements and matters and things contained or expressed in or reasonably to be inferred from, the Contract document.

NOTICE

In notice called for by this Contract shall be in the form of registered letters, telegrams, cables, or faxes in the English language, and shall be effective only at the time of receipt thereof by the parties to whom they are addressed at the following addresses:

EMPLOYER

Ministry of Foreign Affairs, Republic Building, Colombo 01

SERVICE PROVIDER

.....
.....

COUNTERPARTS

The Contract is executed in two identical counterparts, one for the Employer and one for the Service Provider.

EMPLOYER'S WITNESSES

EMPLOYER (MFA)

- 1.
- 2.

By.....
(Signature with rubber stamp)

SERVICE PROVIDER'S WITNESSES

SERVICE PROVIDER

- 1.
- 2.

By.....
(Signature with rubber stamp)

3. ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary: ----- [name and address of Employer] -----
Date: -----

PERFORMANCE GUARANTEE No. : -----

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

Furthermore, we understand that, according to your 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]) such sum being payable, in the types and proportions of currencies in which the; Contract Price is payable upon receipt by us of your first demand in writing accompanied by a writ ten 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 theday of, 2023 (insert date 28days beyond the scheduled contract completion date) and any demand for payment under it must be received by us at this office on or before that date.

.....
[signature(s)]

4. FORMAT FOR BID-SECURING DECLARATION

[If required the Bidder shall fill in this form in accordance with the instructions indicated in brackets]

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

Name of contract: Providing cleaning and janitorial services for the Ministry of Foreign Relations

Contract Identification No: FA/AD/MU/05/03-2019

Invitation for Bid No.: FA/AD/MU/05/03-2019

To: Ministry of Foreign Affairs

We, the undersigned, declare that:

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

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

Name [insert printed or typed name]

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

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

5. FORMAT FOR BID SECURITY GUARANTEE

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

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

Beneficiary: Secretary, Ministry of Foreign Affairs, Republic Building Colombo 01.

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

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

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/supply [select appropriately] 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") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

6.FORMAT FOR ADDENDUM

Addendum to the Contract of providing cleaning and janitorial services for the Ministry of Foreign Affairs

This document is in reference to a contract agreement dated ____ / ____ / ____, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Signature _____

Print Name _____ Date _____

Signature _____

Print Name _____ Date _____

Witness #1) _____

Witness #2) _____