



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF TECHNOLOGY**

**Information and Communication Technology Agency (ICTA) of Sri Lanka**

Procurement of Security Services for the new building of ICTA at 490, R.A De Mel Mawatha,  
Colombo 03.

**Contract No: ICTA - ICTA/GOSL/SER/NCB/2021/06**

**National Competitive Bidding (NCB)**

**Information and Communication Technology Agency (ICTA) of Sri Lanka**  
No 490, R.A. De Mel Mawatha, Colombo 03 **December 2021**

## DOCUMENT ISSUANCE CERTIFICATE

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

1. CONTRACT NUMBER : **ICTA/GOSL/SER/NCB/2021/06**
2. a) ISSUED TO : .....  
.....
- b) ADDRESS : .....  
.....  
.....
3. TELEPHONE NUMBER : ..... .
4. FACSIMILE NUMBER : ..... .
5. TENDER FEE : LKR: 2,500.00
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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**Information and Communication Technology Agency (ICTA) of Sri Lanka**

**Procurement of Security Services for the new building of ICTA at 490, R.A De Mel  
Mawatha, Colombo 03**

**Contract No: ICTA/GOSL/SER/NCB/2021/06**

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

1. The Chairman, Departmental Procurement Committee of Information and Communication Technology Agency (ICTA) of Sri Lanka invites sealed proposals from the eligible & qualified Service Providers for **Providing Security Services to the New Office Building at 490, R.A. De Mel Mawatha, Colombo 03.**
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.
2. Interested bidders may obtain further information from Information and Communication Technology Agency (ICTA) of Sri Lanka, No 490, R. A. De Mel Mawatha, Colombo 03; Telephone 0112369099, Electronic mail address : [procurement@icta.lk](mailto:procurement@icta.lk) of Director (Procurement) and inspect the bidding documents from 09.30 hrs to 15.30 hrs on working days at procurement division of ICTA / available on the ICTA Web site (<https://www.icta.lk/procurement>).
3. A complete set of Bidding Documents in English language may be downloaded from the ICTA Website (<https://www.icta.lk/procurement>) by interested bidders from 13<sup>th</sup> December **2021** to 22<sup>nd</sup> December **2021**.
4. The payment of non-refundable fee **LKR 2,500.00** should be deposited to the Bank **AC No.77897587- ICT Agency Gov**, Bank of Ceylon, Millagiviya Branch, (*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*
5. Bids shall be delivered in duplicate to the address at, Chairman, Departmental Procurement Committee, information from Information and Communication Technology Agency (ICTA) of Sri Lanka, Ground Floor,, No 490, R. A. De Mel Mawatha, Colombo 03 on or before 27<sup>th</sup> December **2021, 15.00 Hrs. Late bids will be rejected.** Bids will be opened soon after closing in the presence of the bidders’ representatives who choose to attend.
6. Pre Bid Meeting will be held on **20<sup>th</sup> December 2021 at 14:00 hrs.** Site visits will be commenced at **13:00 hrs** at the same date.
7. Bids shall be valid **91 days** from the date of Bid closing and all bids shall be accompanied by a bid security of **LKR 50,000.00, in the form of bank guaranty which** shall be valid up to 28 days beyond the Bid validity date.

9. An Employee or a firm and/or an individual that has a close family relationship with an employee of the Ministry of Technology, Information and Communication Technology Agency (ICTA) of Sri Lanka and any other institution under the control of the Ministry of Technology shall not be eligible for award the contract.

**Chairman,  
Departmental Procurement Committee  
Information and Communication Technology Agency (ICTA) of Sri Lanka**

## **Section I. Instructions to Bidders (ITB)**

## Section I. Instructions to Bidders (ITB)

		<b>A. General</b>
<b>1. Scope of Bid</b>	1.1	The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Section iii 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.
<b>2. Qualification and Experience of the Bidder</b>	2.1 2.2	<p>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.</p> <p>If not stated in the Bidding Data, all bidders shall include the following information and documents with their bids</p> <ul style="list-style-type: none"> <li>(a) List of Services performed for each of the last five years;</li> <li>(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 Employers who may be contacted for further information on those contracts;</li> <li>(c) Work plan and methodology</li> <li>(d) list of major items of equipment proposed to carry out the Contract;</li> <li>(e) Qualifications and experience of key staff proposed for the Contract;</li> <li>(f) Any other if listed in the Bidding Data.</li> </ul>
<b>3. Cost of Bidding</b>	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.
<b>4. Site Visit</b>	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.
<b>5. Content of Bidding Documents</b>	5.1	<p>The set of bidding documents comprises the documents listed below:</p> <p>Invitation for Bid (IFB)</p> <p>Section i - Instructions to Bidders (ITB)</p> <p>Section ii – Data Sheet</p> <p>Section iii – Schedule of Requirement</p> <p>Section iv – Condition of Contract</p> <p>Section v – Contract Data</p> <p>Section vi – Appendix</p>

<b>6. Clarification of Bidding Documents</b>	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>B. Preparation of Bids</b>		
<b>7. Language of Bid</b>	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.
<b>8. Documents Comprising the Bid</b>	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, (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.
<b>9. Bid Prices</b>	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.
<b>10. Currency of Bid</b>	10.1	The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees (LKR).
<b>11. Bid validity</b>	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.



<b>12. Bid Security</b>	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).
<b>13. Format and Signing of Bid</b>	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.
<b>C. Submission of Bids</b>		
<b>14. Sealing and Marking of Bids</b>	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

<b>15. Deadline Submission of Bids</b>	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.
<b>16. Late Bids</b>	16.1	Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.
<b>D. Bid Opening and Evaluation</b>		
<b>17. Bid Opening</b>	17.1	<p>The Employee shall conduct the bid opening in public at the address, date and time specified in the Bidding Data</p> <p>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.</p>
<b>18. Clarification of Bids</b>	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.
<b>19. Examination of Bids and Determination of Responsiveness</b>	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	<p>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</p> <p>(a) which affects in any substantial way the scope, quality, or performance of the Services;</p> <p>(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</p> <p>(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p>
	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.

<b>20. Evaluation of Bid</b>	20.1	<p>The Employer shall evaluate each Bid that has been determined, to be substantially responsive.</p> <p>To evaluate a Bid, the Employer may consider the following:</p> <ul style="list-style-type: none"> <li>(a) The Price as quoted;</li> <li>(b) Price adjustment for correction of arithmetical errors and discount offered;</li> <li>(c) Evaluation Criteria as specified in the Bidding Data</li> </ul> <p>The Employer'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>
<b>21. Correction of Errors</b>	21.1	Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: 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.
	21.2	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.
<b>E. Award of Contract</b>		
<b>22. Award Criteria</b>	22.1	Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
<b>23. Employer's Right to Accept any Bid and to Reject any or all Bids</b>	23.1	Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
<b>24. Notification of Award and Signing of Agreement</b>	24.1	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").
	24.2	The notification of award will constitute the formation of the Contract.

	24.3	The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.
<b>25. Performance Security</b>	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.
<b>26 Advance Payment Security</b>	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	
1.1	<p>The Employer is: Information and Communication Technology Agency (ICTA) of Sri Lanka,</p> <p>The identification Number of the Bid is : Procurement of Security Services for the new building of ICTA at 490, R.A De Mel Mawatha, Colombo 03</p> <p><b>Contract No: ICTA/GOSL/SER/NCB/2021/06</b></p>
2	<p>The Bidder will be responsive if each Bidder has fulfilled following qualification criteria;</p> <ol style="list-style-type: none"> <li>Shall have submitted the Business Registration.</li> <li>The Certificate of Registration and Annual License issued by the Ministry of Defence</li> <li>Has been signed by a person duly authorized to sign on behalf of the Bidder.</li> <li>Has sufficient Bid validity period as per Clause 8.1 hereof, and</li> <li>Experience as a security service provider having at least five service contracts Assignments completed with annual value more than 5 million for each contract.</li> </ol> <p>Have conformed to all the requirements without deviation or reservation. Provide certificates /documents to prove above a - e</p>
6.1	<p>Information and Communication Technology Agency (ICTA) of Sri Lanka, 6<sup>th</sup> floor, No 490, R. A. De Mel Mawatha, Colombo 03</p> <p><a href="mailto:procurement@icta.lk">procurement@icta.lk</a></p>
6.2	<p>Pre Bid Meeting will be held on 20<sup>th</sup> December <b>2021</b> at <b>14:00 hrs</b>. Site visits will be commenced at <b>13:00 hrs</b> at the same date</p>
11.1	<p>Bids shall remain valid for 91 days from the date of Bid Closing.</p>
12.1	<p>All bids shall be accompanied by a bid security of <b>LKR 50,000.00</b> 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, Chairman, Departmental Procurement Committee, Information and Communication Technology Agency (ICTA) of Sri Lanka, Ground floor, No 490, R..A De Mel Mawatha, Colombo 03</p> <p>Tel: 011-2369099      <a href="mailto:procurement@icta.lk">procurement@icta.lk</a></p> <p>Deadline for submission of Quotations is <b>27<sup>th</sup> December 2021 on or before 03.00 P.M</b></p>
17.1	<p>The quotations shall be opened at the following address:</p> <p>Information and Communication Technology Agency (ICTA) of Sri Lanka, Ground floor, No 490, R. A. De Mel Mawatha, Colombo 03</p> <p>Date: <b>27<sup>th</sup> December 2021</b> Soon after the bid opening</p>
20.1	<p><b><u>Criteria for Evaluation</u></b></p> <ul style="list-style-type: none"> <li>- The weights given to the Technical and Financial are: T = 60% and F = 40%</li> <li>- The formula for determining the financial scores is the following:</li> </ul> <p><math>S_f = 100 \times F^M / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and “F” the price of the proposal under consideration.</p> <ul style="list-style-type: none"> <li>- Combined Score = <math>S_f \times 40\% + S_t \times 60\%</math></li> <li>- The firm achieving the highest combined score will be selected for this assignment.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Technical Information</b> <ul style="list-style-type: none"> <li>- Establishment of the Firm [10 marks]</li> <li>- Experience in similar nature assignments [35 marks]</li> <li>- List of previous and existing Employers list 10 marks]</li> <li>- Competence and compliance to the requirement [45 marks]</li> </ul> </li> </ul> <p><b>Total [100 marks]</b></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**

### **Description of Services**

#### **Background**

Information and Communication Technology Agency (ICTA) of Sri Lanka is the apex ICT institution of the Government. Through the e-Sri Lanka Development Project, ICT was to be used to develop the economy of Sri Lanka, reduce poverty and improve the quality of life of the people of Sri Lanka. Since present space of the ICTA is not enough for workforce carder, ICTA decided to move to the new location at No 490, R. A. De Mel Mawatha, Colombo 03. New building is fully rented to the ICTA therefore ICTA is responsible to ensure premises safety. Hence ICTA is planning to procure service provider for security functions. Basic requirements of service provider are given below.

#### **Introduction**

Security service is one of non-core business activity which helps to core business of the organization. The basic objective of providing security is to prevent crime against persons, property and proprietary information. Security provides a safe and danger-free environment to the premises, so that people can conduct their daily work tasks without any disturbance.

## Service delivery scope for the Security personnel

Visiting Officer (VO)	Officer In Charge (OIC)		Security Officer
	OIC - Administration	OIC - Security	Junior Security Officer (JSO)
VO shall visit the premises three times per week. If any incident happens VO shall report to the premises immediately	Direct supervision of all security guards deployed at the premises	OIC shall ensure overall security at the premises	JSO shall take all necessary measures to control Access for staff and outsiders
Coordinate with Facility Manager	Provide duties brief to guards and supervise allocated roles	Ensure all persons entering the ICTA compound comply with the security procedures	Guide visitors to the ICTA reception or to the relevant officers accordingly
Inspect and check the all documentation works of security personnel assigned	Coordinate day to day activities with Admin division	Manage the control and operation of the alarm system, emergency exit doors & CCTV	Ensuring all vehicles are checked and cleared before entering premises
Overlook all welfare works relevant to the security personnel assigned	Maintain written log of all security events (Inspection Book- IB)	Monitor and manage vehicle movement and parking and monitor reserved car park slots	Coordinate vehicles in the car park areas
	Ensure full-service compliance to include guard numbers and operational status	Inspect the logbook and key register for offices and vehicles regularly	Coordinate with garbage collectors
	Produce a daily situation report to be submitted to ICTA by 09:00 hrs next day	Supervise guard room equipment and record in the Security Information Book (SIB)	Ensure common workplace area cleaning and safety
Conditions of Contract	4-1 Ensure that no guards are deployed more than 12 hours with in 24-hour period	Equipment inspections to ensure the compound safety and security of fire extinguishers, smoke detectors, fire alarms, package AC units etc in common areas	Immediate Response to fire and other alarm systems

Visiting Officer (VO)	Officer In Charge (OIC)		Security Officer
	OIC - Administration	OIC - Security	Junior Security Officer (JSO)
	Ensure duty roster & role rotation	Conducting building visit regarding common areas including lobbies, Fire staircase, basement, Service area	Directing staff to appropriate assembly areas during an emergency according fire evacuation plan
	In the event of a security incident the OIC will inform and be directed by ICTA	Follow COVID – 19 instructions instructed by government	Detecting crime, either prior to or after the commission of the offence
	Secure and preserve evidence in the event of a security incident	Any other security duties deemed essential by ICTA	
	Conduct inquiries on impropriety and losses reporting to ICTA		

### **Working arrangements/shifts**

The Security Service Provider will supply teams to accommodate two shifts, each of which will operate for a 12 hours period. There should be minimum of 12 hours gap between.

Day shift – Monday to Sunday 0700 – 1900hrs – (CSO – 01, JSO – 01)

Night shift – Monday to Sunday 1900 – 0700hrs – (CSO – 01, JSO – 01)

### **Service Providers Responsibilities**

- The Service Provider must provide qualified and experienced supervisors and security personnel to implement all required security activities as outlined above
- The Service Provider will ensure that all security personnel are to be fully equipped, including uniforms with ID cards, Personal Protective Equipment (PPE) and any other equipment deemed necessary to fulfill the intended role
- The Service Provider shall be fully responsible for all insurances, medical and liability coverage for all security personnel
- All absences of security personnel are to be covered at the Service Providers expense
- The Service Provider will be required to provide food and all other life support
- The Service provider shall be compliant with national security industry regulations and will obtain all the necessary licenses for the security personnel and all equipment
- The service provider will be required to provide visiting officer to inspect duties of security personal
- The Service provider is required to submit documentary proofs in related to EPF/ETF and other statutory deductions applicable to employment
- The Service provider will be responsible to provide alerts, advisory in case of an emergency situation like political unrest, natural calamity, terrorist attack etc
- Service Provider's representative will keep Company informed of any fault in equipment machinery or fittings in common areas, which may occur from time to time during operations.
- All the employees of Service Provider have to be well-behaved and courteous to ICTA staff and visitors. Misconduct and bad behavior of any kind from any of your staff would not be tolerated and the respective staff member would not be allowed to enter the premises after the incident
- All staff deployed by Service Provider must have proper knowledge of Fire Fighting activity and should be familiar with Fire Fighting Equipments installed at ICTA premises.

### **Required Qualifications**

#### **Minimum Qualifications for Security Company**

##### **Experience**

The Potential Security Service Providers will demonstrate that they have current or previous experience in providing similar contracts to Government Organizations, Experience in ICT sector organizations within the last 5-year period is an added advantage.

## **References**

The Potential Security Service Providers will provide a list of current and previous Employers with similar contracts to permit and validate references provided. References will focus on the Security Service Providers responsiveness to security interests and problems, the quality of the services performed and the dependability of meeting security needs.

The security service provider shall provide active Required Licenses from Ministry of defense.

## **Financial Capacity**

Minimum average annual turnover of 4.5 Million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.

## **Minimum Qualifications for Security Staff**

### **VO**

This officer will have government experience inside of Sri Lanka, will have supervised security services for government or private sector organizations for at least three years. Additionally, a military or police background with a minimum of 10 years' service experience. The supervisor will possess a good command of languages in particular English and have abilities which meet the minimum requirements of the OIC.

### **OIC**

- Previous 2 years' experience of managing a guard force/security team
- Minimum five years of service experience in a Police or Sri Lanka Armed Forces
- Meets minimum selection criteria outlined above
- Citizen of Sri Lanka
- Has good command of English and Sinhala language both written and Oral
- Has good communication skills
- Aged between 35 to 60 years.

### **JSO**

- Minimum of three years of police or Sri Lanka Armed Forces experience or minimum five years operational security experience
- All officers will be free from all communicable diseases and in good general health without physical impairment or abnormality
- Officers shall not depend on alcohol or other drugs. If using prescribed medication, the use thereof shall not disturb the performance of assigned guard duties
- Able to operate firefighting equipment, basic first aid trained, sophisticated security equipment
- Ability to take clear and decisive action especially during emergency situations.
- Aged between 25 to 55 years

## **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 Section iii; 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 Section iii, 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	<ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Service Provider become insolvent or bankrupt;</li> <li>(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</li> <li>(d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;</li> <li>(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.;</li> <li>(f) if the Employer, in its sole discretion, decides to terminate this Contract.</li> </ul>
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	<ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>

- 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 3("Key Personnel"),
  - (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 listed by title as well as by name in Appendix 3 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 ICTA 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 Section iii. 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 *.
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)	Information and Communication Technology Agency (ICTA), 490, R.A De Mel Mawatha, Colombo 03.
1.4	The Address of the Employer is Chief Executive Officer Information and Communication Technology Agency (ICTA) of Sri Lanka No 490, R. A. De Mel Mawatha, Colombo 03
1.6	The Authorized Representative for the Employer is: Chief Executive Officer , Information and Communication Technology Agency (ICTA) of Sri Lanka
2.1	The date on which this Contract shall come into effect is from the date of Award
2.2.	The Starting Date for the commencement of Services 7 days from the date of awarding letter
2.3	The Intended Completion Date is One year from the date of commencement
2.5.4	No additional payment will be entertained
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"> <li>▪ for an amount equivalent to 10% of the initial Contract Price</li> <li>▪ Validity period of 28 days beyond the intended completion date.</li> <li>▪ Issued by approved commercial bank operates under the Central Bank of Sri Lanka.</li> <li>▪ If the employer extend the service period the performance security shall be extended valid for 28 days beyond the extended period.</li> </ul>
5.1	Not Applicable
6.4	<ul style="list-style-type: none"> <li>• Payment will be calculated based on actual employees who are deploy per day. <ul style="list-style-type: none"> <li>• A replacement for absent staff shall be provided and if not, following penalty will be imposed for Absenteeism per shift.</li> </ul> </li> </ul> <p style="margin-left: 40px;">OIC - per shift cost JSO - per shift cost</p> <ul style="list-style-type: none"> <li>• The agreed payment rates (mentioned in the schedule) will be paid for an additional work if required.</li> </ul>





## **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  
Information and Communication Technology Agency (ICTA) of Sri Lanka,  
No 490, R. A. De Mel Mawatha, 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 discount 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

Procurement of Security Services for the new building of ICTA at 490, R.A De Mel Mawatha, Colombo 03.

**Contract No: ICTA/GOSL/SER/NCB/2021/06**

Item No	Description	Unit	Qty.	Unit Price (Without VAT)	Total (Without VAT)
01	Officer In charge (OIC)	Shift (12 hour )	2		
	Junior security officer (JSO)	Shift (12 hour )	2		
02					
<b>A</b>	<b>Sub Total 01</b> (Total Price Per Day)				
<b>B</b>	(X) 365 days				
<b>C</b>	<b>Sub Total 01 (A X B)</b>				
<b>D</b>	(-) Less Discount if any				
<b>E</b>	(+) 8% VAT (If any)				
	<b>Grand Total</b>				

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 and contact details	Cost of assignment	Date of commence ment	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 &amp; ETF Contribution

Month	Number of Employees	EPF Contribution Paid Rs.	ETF Contribution Paid Rs.	Remarks
<i>Year 2021</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;**

<b>Name (Only Male)</b>	<b>NIC Number</b>	<b>Age</b>	<b>Previous experience</b>		
			<b>Institute /organization</b>	<b>From</b>	<b>To</b>

**FORM F-4**

**FORM OF PERFORMANCE SECURITY  
(Unconditional)**

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

**Beneficiary:** Information Communication Technology Agency of Sri Lanka

No 490, R. A. De Mel Mawatha, 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:** Information and Communication Technology Agency (ICTA) of Sri Lanka  
No 490, R. A. De Mel Mawatha, 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 Rs. 50,000.00 ( Fifty thousand rupees ) 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.



