Ministry of Public Security and Parliamentary Affairs of Sri Lanka

PROCUREMENT DOCUMENT

(National Competitive Bidding-Single Stage One Envelope Bidding Procedure)

Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya" Building, Battaramulla – Year 2027.

IFB No: PS/03/PB/09/29/26

PURCHASER
Secretary,
Ministry of Public Security and Parliamentary Affairs,
18th Floor, "Suhurupaya",
Battaramulla.

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidder

2.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

(a) List of Services performed for each of the last five years;

(c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) Work plan and methodology

(e) List of major items of equipment proposed to carry out the Contract;

(f) Qualifications and experience of key staff proposed for the Contract;

(g) Any other if listed in the Bidding Data.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will not be responsible or liable for those costs.

4. Site Visit

4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of the visiting Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

Volume I

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VII	Forms of Securities

Volume II

Invitation for Bid	
Section II	Bidding Data
Section III	Forms of Bid and Qualification Information
Section V	Contract Data
Section VI	Employer's Requirements
Section VII	Activity Schedule

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Invitation For Bid (IFB).

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder with Employer shall be written in English.

8. Documents Comprising the Bid

8.1 The Bid shall comprise the following:

(A) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 13,**

(B) Bid Security, in accordance with **ITB Clause 16;**

(C) documentary evidence in accordance with **ITB Clauses 02**, that the Goods and Related Services conform to the Bidding Documents;

(D) documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(E) any other document required in the BDS.

9 Bid Prices

9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.

9.2 The Bidder shall fill in rates and prices for all items of the Services described in the Employer's Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the activity schedule.

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

10 Currency of Bid and Payment

10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

11 Bid Validity

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

11.2 In exceptional circumstances, the Employer may request that the bidders 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 other wise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12 Bid Security

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

b. 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.

c. 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

d. 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).

e. 12.5 The Bid Security may be for forfeited:

i. if the Bidder with draws the Bid after Bid opening during the period of Bid validity;
ii. if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
iii. in the case of a successful Bidder, if the Bidder fails with in the specified time limit to:

(i) Sign the Contractor
(ii) Furnish the required Performance Security (if required).

13 Format and Signing of Bid

a. 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

b. 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.

c. 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14 Sealing and Marking of Bids

14.1 Bidders may always submit their bids by mail or by hand.

a. Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
b. Be addressed to the Employer at the address provided in the Bidding Data;
c. Bear the name and identification number of the Contract as defined in the Bidding Data; and
d. 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 8.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

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

15 Deadline for Submission of Bids

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

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

16 Late Bids

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17 Bid Opening

17.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS

17.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

17.2 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids.

18 Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including break downs of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19 Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, , the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding

documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services;(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

a. 19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Evaluation of Bid

20.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

20.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 20.

20.3 To evaluate following:

(a) the Bid Price as quoted in accordance with clause 9;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause22;

(c) price adjustment due to discounts offered

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III.

20.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

20.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III.

21. Correction of Errors

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.

F. Award of Contract

22. Award Criteria

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.

23. Employer's Right to Accept any Bid and to Reject any or all Bids

23.1 Not with standing 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.

24. Notification of Award and Signing of Agreement

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 Contrac t(here in after 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.

25. Performance Security

25.1 If requested in the Bidding Data, within 14days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

26. Advance Payment and Security

26.1 The Employer will provide an Advance Payment not exceeding20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer..

Section – II Bidding Data Sheet (BDS)

Instruction to Bidders Clause Reference	
(1.1)	The Employer is Name : **"Secretary, Ministry of Public Security and Parliamentary Affairs."** Address : **Ministry of Public Security and Parliamentary Affairs,** **17th Floor, "Suhurupaya",** **Battaramulla**
	The name and identification number of the Contract **is Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya"** **Building, Battaramulla – Year 2027** Contract: **IFB No: PS/03/PB/09/29/26** This contract is a **Lump Sum.**
(1.2)	The Intended Completion Date is **365 calendar days** (04 annual service terms) from the start date.
(2.2)	The information required from bidders in Sub-Clause 2.2 are: a. Business Registration b. VAT Registration number c. Legal Status (Sole proprietor, Partnership, Company etc.) d. Experience in Similar Assignments last three years. e. Work Plan and Methodology **- If Applicable** f. Key Staff. **- If Applicable** g. Equipment Proposed. **- If Applicable** h. Client's Reference. - **If Applicable** i. Annual Turn-over Information. **- If Applicable** j. any other.
(6.5)	Liquidated Damages/Delay Damages will be charged as per the Tender Procument Guidelines -2024
(7.1)	The language of the bidding document shall be English.
(8.4)	The address for submission of Bids, **Finance Division,** **Ministry of Public Security and Parliamentary Affairs,** **17th Floor, "Suhurupaya", Battaramulla**
(10.1)	The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

(11.1)	Bids shall be valid up to **13.01.2027** (49 days from the bid submission closing date)
(12.1)	**Bid Security** a. The Bid shall include a Bid Security. The Bid Security Guarantee shall: i. Be an irrevocable & unconditional, on-demand bank guarantee; ii. Be issued by a Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka; iii. Be made in favour of the Secretary, Ministry of Public Security and Parliamentary Affairs. iv. Be in the form included in Section VIII of the Bidding Documents. The Amount of Bid Security/ Refundable Cash Deposit Shall be **Rs 53,000.00** Bid Security Shall be valid until **10.02.2027** (77 days from the bid submission closing date)
(14.2)	The Employer's address for the purpose of Bid submission is Finance Division, Ministry of Public Security and Parliamentary Affairs, 17th Floor, "Suhurupaya", Battaramulla For identification of the bid the envelopes should indicate: Contract: IFB No: PS/03/PB/09/29/26 Bid / Contract Number: : Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya" Building, Battaramulla – Year 2027
(15.1)	**For bid submission closing date,** **Date: 25.11.2026** **Time: 15.00 hrs**
(17.1)	Bids will be opened on **25.11.2026 at 15.00 hrs** at the following address **Finance Division, Ministry of Public Security and Parliamentary Affairs, 17th Floor, "Suhurupaya", Battaramulla**
(20.3)	Not Applicable.

(26.0)	A Performance Security shall be required. The Supplier shall, within fourteen (14) days of notification of contract award, provide a Performance Security in the amount of ten percent (5%) of the total contract sum for the due performance of the contract. (as per the format given in Section VIII Contract forms) • The Performance Security shall be an unconditional on-demand bank guarantee issued by a Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. • The Performance Security shall remain valid for the contract period and 28 days. • The beneficiary of the Performance Security shall be the Secretary, Ministry of Public Security and Parliamentary Affairs.
Pre Bid Meeting	Pre Bid Meeting will be held on **09.11.2026 at 13.00 hrs** at the Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla.
Appeal	Each appeal shall be made **in writing** and accompanied by a **non-refundable cash deposit of Rupees Twenty-Five Thousand (LKR 25,000/=)**, as specified in the Procurement Documents. The deposit shall be made to the Secretary, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla, and an official receipt must be obtained. All procurement appeals must be submitted **within seven (07) working days** from the date the bidder is informed by the Secretary of the Ministry of Public Security and Parliamentary Affairs of the intention to award the contract to the successful bidder. Each appeal shall be addressed to the Secretary, Ministry of Public Security and Parliamentary Affairs, 18th Floor, Suhurupaya, Battaramulla.

Section – III Form of Bid & Qualification Information

Name of Contract **Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya" Building, Battaramulla – Year 2027**
(IFB No: PS/03/PB/09/29/26)

To: Secretary, Ministry of Public Security and Parliamentary Affairs

Gentleman,

1. Having examined the Bidding Document - **Procurement of Non-Consultant Services – 2024** Specifications, Drawings and Bills of Quantities and addenda for the execution of the above-named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Sri Lankan Rupees.....…… …… (SL Rs.....) or such other sums as may be ascertained in accordance with the said Conditions.

2. We/I acknowledge that the Schedule forms part of our Bid.

3. We/I undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.

4. We/I agree to abide by this bid for the period stated in the Sub-Clause 11 of Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.

6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 2026 in the capacity of ..... duly authorized to sign

Tenders for and on behalf of .....

(IN BLOCK CAPITALS)

Signature : .....

Name : .....

Designation : .....

Address : .....

Witness : .....

QUALIFICATION INFORMATION

(To be completed by the Bidder and submitted with the Bid)

Schedule A –Experience in Similar Assignments last three years **(enclosed in envelope marked, " Envelope 1 – Qualification and Experience Information)**				
Period	**Employer**	**Description of Works**	**Amount**	**Contractor's Responsibility (%)**
		Total		

……..
Signature of the Bidder

Schedule C - Key Staff **[If requested under ITB clause 20.3 only)** **(enclosed in envelope marked, "Envelope 1 – Qualification and Experience Information)**		
Name	**Position**	**Task**

Schedule D –Equipment Proposed **[If requested under ITB clause 20.3 only)** **(enclosed in envelope marked, "Envelope 1 – Qualification and Experience Information)**		
Type	**Capacity**	**Number**

Section IV. Conditions of Contract

1. General Provisions

1.1 Definitions Unless the context other wise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Employer" means the party who employs the Service Provider

(f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

(h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

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1.2 Applicable Law The Contracts hall be interpreted in accordance with the laws of the Sicialist Democratic Republic of Sri Lanka.

1.3 Language This Contract has been executed in English Language

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

2.1 Effectiveness of Contract This Contracts hall 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.Inthis 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 been titled 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

2.6.1 By the Employer

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):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become in solvent or bank upt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

(e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;

(f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service provider

The Service Provider may terminate this Contract by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

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

(b) except in the case of termination pursuant to paragraphs (a),(b),(d), (e) of Clause2.6.1,reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

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

3.3 Confidentiality

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

3.5 Service Providers' Actions Requiring Employer's Prior Approval

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Service Providers to Be the Property of the Employer

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory there of. 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 Over - payment

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.

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may other wise agree, no changes shall be made in the Key Personnel. If, for any reason be yond 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.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

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

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. 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 carry in gout the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be in creased 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 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a break down of the lump-sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless other wise 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.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. 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 with in the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect with in 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 .

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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 no 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 arbitraltribunal 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 there of.

Section – V Contract Data

(Amendments of, and Supplements to, Clauses in the General Conditions of Contract)

Number of GC Clause	
(1.1)	The contract name is **Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya" Building, Battaramulla – Year 2027** (IFB No: PS/03/PB/09/29/26).
(1.1)	The Employer is Name : Secretary Address : Ministry of Public Security and Parliamentary Affairs, 18th Floor, "Suhurupaya", Battaramulla. Name of Authorized Representative: Name : Additional Secretary (Admin and Police), Address: Ministry of Public Security and Parliamentary Affairs, 18th Floor, "Suhurupaya", Battaramulla Tel No. - 011- 2887750 Email Address - adsec_admin@pubsec.gov.lk
(1.1)	The Engineer is: Name: Director (Engineer) Address: Ministry of Public Security and Parliamentary Affairs, 18th Floor, "Suhurupaya",, Battaramulla Tel No. - 011- 2887307 Email Address - direng@pubsec.gov.lk The Engineer's Representative: Name: Director Sri Lanka Army Security & Engineer Services Branch Address: 8th Floor, "Suhurupaya",, Battaramulla Tel No: 011-2867011

(1.1)	The Service Provider is: Name: ……. Address: ……..…. ……..…. ……. ……. Tel No. - Email Address -
(1.1)	The Works consists of **Service of Air Condition System of "Suhurupaya" Building, Battaramulla** This contract is a **Lump Sum contract.** Work to be executed under the contract comprise the following: (a) The testing of required tests in accordance to the specifications therein and as directed by the Engineer. (b) All other works associated with the above for the completion of the Works as specified in contract.
(2.1)	The Start Date Will be date of issue after Completion of Agreement Process the Letter of Acceptance.
(2.3)	As Per the Bidding Data (1.2)
(3.8)	**Not Applicable.**
(3.9)	A Performance Security shall be required. The Supplier shall, within fourteen (14) days of notification of contract award, provide a Performance Security in the amount of ten percent (5%) of the total contract sum for the due performance of the contract. (as per the format given in Section VIII Contract forms) • The Performance Security shall be an unconditional on-demand bank guarantee issued by a Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. • The Performance Security shall remain valid for the contract period and 28 days. • The beneficiary of the Performance Security shall be the Secretary, Ministry of Public Security and Parliamentary Affairs.
(6.4)	**Credit.**
(6.5)	Payment Method **Credit.**

Section – VI Employer's Requirements and Drawings

SCOPE OF WORK

Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya" Building, Battaramulla – Year 2027

1. INTRODUCTION

The **Air Conditioning System at "Suhurupaya" Building** is equipped with a Central Air Conditioning System comprising chillers, cooling towers, variable frequency drives, chemical dosing equipment, pumps, AHUs, control panels and associated mechanical, electrical components and VRV Air conditioning system with all associated mechanical, electrical components.

In order to ensure the reliable, safe and energy-efficient operation of the Central Air Conditioning System and VRV air conditioning system, it is proposed to enter into an Annual Service and Maintenance Agreement with a qualified and experienced service provider for servicing following equipment. Service should be done in four times per year.

S/N	Description	Qty.	No. of Services
1	Water Cooled Chillers	04	04
2	Cooling Towers	04	04
3	VRV Indoor Units	28	04
4	VRV Outdoor Units	05	04

2. WATER-COOLED CHILLERS

The Contractor shall carry out comprehensive preventive maintenance of the Water-Cooled Chillers in accordance with the Original Equipment Manufacturers (OEM) recommendations, internationally accepted industry standards, and the requirements specified in this Employer's Requirements.

The maintenance activities listed below represent the **minimum mandatory scope of work**. These activities **shall not be considered exhaustive or limiting**. The Contractor shall include and perform any additional inspections, tests, adjustments, calibrations, cleaning, lubrication, replacement of consumables, performance checks, or other maintenance procedures recommended by the Original Equipment Manufacturer (OEM) or considered necessary to ensure the safe, reliable, and efficient operation of the equipment throughout the contract period, **without any additional cost to the Employer**.

Where the Contractor proposes any additional manufacturer-recommended maintenance activities not listed herein, such activities shall be clearly identified in the service proposal and shall be subject to the review and acceptance of the Employer prior to implementation.

The Contractor shall complete, as a minimum, the following maintenance activities during each scheduled preventive maintenance service and record the results in the service report.

Ser No	**Maintenance Activity**	**Service provider Response**
01	Cleaning the dust and vacuuming the Chiller	
02	Check all seals and pipelines for leaks	
03	Check all refrigerant and oil levels	
04	Check the proper functioning of all refrigerant controls and clean Adjust and lubricate them as and when necessary	
05	Check the proper functioning of all safety devices and clean, Adjust and lubricate them as and when necessary	
06	Check all bolts, nuts, Comp terminals and other terminal connector for tightness, and tighten them as and when necessary	
07	Check the Oil pump operation and Overload setting	
08	Calibrate all temperature & pressure sensors at 100% load	
09	Cleaning the water strainer of Oil feed temperature regulating valve and calibrate it if necessary	
10	Calibrate of touch screen for HMI display unit	
11	Condenser Approach (Different)	
12	Evaporator Approach (Different)	
13	Discharge Pressure at 100% load (Condensing Temp at 38.7C)	
14	Suction Pressure at 100% load (Boiling Temp at 5.6C)	
15	Dielectric strength test between Phase R to Ground-Compressor (Once a year at last service)	
16	Dielectric strength test between Phase Y to Ground-Compressor (Once a year at last service)	
17	Dielectric strength test between Phase B to Ground-Compressor (Once a year at last service)	
18	Conductivity test between R Phase to Y Phase-Compressor (Once a year at last service)	
19	Conductivity test between Y Phase to B Phase-Compressor (Once a year at last service)	
20	Check annually motor & starter terminals with an Infrared Temperature meter (Once a year at last service)	
21	Visual Inspection of PLC 1 & 2	
22	Subcooled liquid temperature (in the Condenser outlet)	
23	Suction superheated vapor temperature (In the Compressor inlet)	
24	Condenser Entering water temperature	
25	Condenser Leaving water temperature	
26	Evaporator Entering water temperature	
27	Evaporator Leaving water temperature	
28	Operating Current of VFD at 100% load	
29	Line Voltage at the Input point at 100% load	
30	Stability of operating speed	
31	**Abnormal alarms on display**	
32	Check to Examine fan 1 & 2 conditions and vibration	
33	Check the water Cooler Thermostat and Motorized valve operation	

3. SERVICING OF COOLING TOWER

The Contractor shall carry out comprehensive preventive maintenance of the Cooling Towers in accordance with the Original Equipment Manufacturers (OEM) recommendations, internationally accepted industry standards, and the requirements specified in this Employer's Requirements.

The maintenance activities listed below represent the **minimum mandatory scope of work**. These activities **shall not be considered exhaustive or limiting**. The Contractor shall include and perform any additional inspections, testing, cleaning, disinfection, adjustments, calibrations, lubrication, tightening, replacement of consumable items, corrosion protection, performance testing, water treatment checks, or any other maintenance procedures recommended by the Original Equipment Manufacturer (OEM) or considered necessary to ensure the safe, reliable and efficient operation of the cooling towers throughout the contract period, **without any additional cost to the Employer**.

Where the Contractor proposes additional manufacturer-recommended maintenance activities not specifically listed herein, such activities shall be included in the maintenance programmer and shall be subject to the review and acceptance of the Employer.

The Contractor shall, as a minimum, carry out the following maintenance activities during each scheduled preventive maintenance service and record all inspection results, operating parameters and observations in the service report.

Ser No	**Maintenance Activity**	**Service provider Response**
01	Log the running parameters prior to servicing of the cooling tower.	
02	High pressurized water service of the infill and tower sump.	
03	Cleaning of Y strainer.	
04	Fastening of electrical wire terminals.	
05	Check the belts & tightening if necessary, pulley alignment.	
06	Check the sprinkler header and pipes.	
07	Inspect entire system for any unusual conditions such as noise, vibration etc.	
08	Inspect the all valve and supports, carrying out valve exercises, anti-corrosive painting where accessory	
09	Test running of the cooling tower and record the running parameters.	

4. SERVICING OF VRV AC SYSTEMS

The Contractor shall carry out comprehensive preventive maintenance of the VRV (Variable Refrigerant Volume) Air Conditioning Systems in accordance with the Original Equipment Manufacturers (OEM) recommendations, internationally accepted industry standards, and the requirements specified in this Employer's Requirements.

Mandatory Scope: The maintenance activities listed below represent the **minimum mandatory scope of work**. These activities **shall not be considered exhaustive or limiting**. The Contractor shall include and perform any additional inspections, testing, measurements, adjustments, calibrations, cleaning, tightening, lubrication (where applicable), thermal inspections, replacement of consumable items, software diagnostics, firmware verification, performance checks, refrigerant checks, or any other maintenance procedures recommended by the Original Equipment Manufacturer (OEM) or considered necessary to ensure the safe, reliable and efficient operation of the VRV systems throughout the contract period, **without any additional cost to the Employer**.

Where the Contractor proposes additional manufacturer-recommended maintenance activities not specifically listed herein, such activities shall be included in the maintenance programme and shall be subject to the review and acceptance of the Employer.

Minimum Maintenance Activities: The Contractor shall, as a minimum, carry out the following maintenance activities during each scheduled preventive maintenance service and record all inspection results, measurements and observations in the service report.

SER NO	MAINTENANCE ACTIVITY	SERVICE PROVIDER RESPONSE
01	Check overall operation of the outdoor unit controller and display panel; confirm no abnormal alarms	
02	Check and record operating parameters of the outdoor unit (compressor current, fan motor current, refrigerant pressures, etc.)	
03	Check and record input voltage and current at the outdoor unit	
04	Visual inspection of the outdoor unit before service (check for signs of overheating, deterioration, corrosion, etc.)	
05	Cleaning the dust and vacuuming the outdoor unit electrical panel and control box	
06	Check the Air filter condition of the outdoor unit and cleaning	
07	Inspect interior and exterior switchgear and electrical connections for the outdoor unit	
08	Check all electrical wire terminals and tighten as necessary	
09	Check locking devices on electrical units for signs of damage or wear	

SER NO	MAINTENANCE ACTIVITY	SERVICE PROVIDER RESPONSE
10	Check the condition of the inverter compressor (running sound, vibration, and operating temperature)	
11	Check all refrigerant pipe connections and pipelines for leaks, loose fittings, or abnormal frost	
12	Check the refrigerant level and system operating pressures (suction/discharge); record pressure trends	
13	Check the operation of all refrigerant controls and safety devices; clean, adjust and lubricate as necessary	
14	Check and clean the condenser coil (outdoor unit) surfaces to ensure proper heat rejection	
15	Check and clean the fan blades and fan motor assembly of the outdoor unit	
16	Check fan operating condition, including airflow, vibration, noise and bearing wear	
17	Check for any abnormal noise or vibration	
18	Check the DC Bus capacitors (Once a year at last service)	
19	Check the IGBT module condition and internal circuits (Once a year at last service)	
20	Getting Thermal Image temperature testing for all electrical Terminals (Once a year at last service)	
21	Check the indoor unit controller operation and display; confirm no abnormal alarms	
22	Cleaning of indoor unit air filters, cooling coils, and drain pans	
23	Check and calibrate the accuracy of temperature and humidity sensors (where applicable)	
24	Check the operation of thermostat and compressor motor current and fan motor current with rated current	
25	Check the Air Conditioning system for visible gas leaks	
26	Check and clean electronic program circuit board if necessary	
27	Check for any loose electrical contacts and tighten where necessary	

SER NO	MAINTENANCE ACTIVITY	SERVICE PROVIDER RESPONSE
28	Inspect condensate drain lines and drip pans to ensure free drainage, no blockage or standing water	
29	Check for any abnormal noises and vibration	
30	Check automatic and manual operating modes, as well as standby unit changeover function (if applicable)	
31	Check safety protection devices (high-pressure cut-out, low-pressure cut-out, over-temperature protection, airflow switch, etc.)	
32	Review alarm history and fault indications; analyse and address any abnormal records	
33	Record ambient temperature, system operating parameters and equipment readings	
34	Test running of the system and record operating parameters	

5. General Conditions

a. The bidder **should have more than 3 years' experience in similar capacity** service in chiller plant.

b. The service provider should be a **Daikin authorized Dealer or Agent** in Sri Lanka. (DAIKIN for water cooled Chillers and VRV systems) submitted relevant document with bid.

c. The contract period shall be **one (01) year**, during which the Contractor shall carry out **four (04) scheduled preventive maintenance services**, with **one service performed every three (03) months**.

d. In addition to the scheduled quarterly maintenance, the Contractor shall provide **24-hour on-call emergency breakdown service** throughout the contract period. Upon notification by the Employer, qualified service personnel shall attend the site promptly to diagnose and rectify faults to restore the system to normal operation as follow:

i. If major break down attend within **8 hours**
ii. If minor break down attend within **24 hours**

e. Emergency response, troubleshooting and labour costs shall be included under the service agreement for 12 times per service covered year that is except attending normal maintenance of specified equipment and water quality test.

f. Maintenance period or break down time, if required replacement spare parts, shall be supplied only after obtaining prior approval from the Employer.

g. If the Contractor fails to attend emergency breakdowns within the specified response times on **three (3) occasions** during the contract period, the Employer reserves the right to engage another service provider to carry out the required work. The additional costs incurred by the Employer shall be recovered from any monies due to the Contractor or, where such monies are insufficient, from the **Performance Security/Performance Guarantee**, without prejudice to any other rights or remedies available under the Contract..

h. Selected bidder should be schedule before two weeks and informed and submitted attend engineers and technician required details to Army Head Quarter Directorate of Maintenance and management for arrange entry pass and security actions.

i. Upon completion of each quarterly service, a detailed preventive maintenance report, operational test results and recommendations shall be submitted to the Employer for certification.

j. During each scheduled maintenance service, the Contractor shall ensure that **a qualified Engineer remains on site to supervise the maintenance activities**, and that **a sufficient number of qualified and experienced Technicians** are deployed to complete the work safely, efficiently and within the scheduled maintenance period..

k. The Bidder shall allow the Employer's representatives to carry out site inspections and inspect the maintenance work before the commencement of the services and at any time during the execution of the contract.

3. Warranty

a. All maintenance work shall be warranted for ninety (90) days from the date of completion of each preventive maintenance service.

b. The Contractor shall be fully responsible for any damage caused to the Employer's equipment due to negligence during maintenance.

4. Safety Requirements

The Contractor shall comply with all applicable safety regulations and site safety requirements during the execution of the works. As a minimum, the Contractor shall:

a. Implement **Lock-Out/Tag-Out (LOTO)** procedures before carrying out maintenance on electrical or mechanical equipment.
b. Ensure that all personnel wear appropriate **Personal Protective Equipment (PPE)**.
c. Obtain the necessary **Permit to Work** before commencing maintenance activities.
d. Ensure proper **electrical isolation** before working on any energized equipment.
e. Be responsible for the safety of personnel, equipment and surrounding property throughout the contract period.

5. Payment Terms

a. Payment **Bill of Quantities (BOQ) Items 01 to 04** shall be made upon the satisfactory completion of the respective, in accordance with the Employer's Requirements, following inspection, approval and certification by the Employer's Representative. The Contractor shall submit the relevant maintenance reports, test reports, water quality analysis reports (where applicable), and the corresponding invoice with each payment application.
b. No payment shall be made for any BOQ item until the corresponding work or supply has been completed to the satisfaction of the Employer and formally approved. Any defective, incomplete or non-conforming work or materials shall be rectified or replaced by the Contractor at no additional cost to the Employer before payment is certified.

6. Submission

The following information shall be provided by the Bidder together with the bid. Failure to provide the required information may result in the bid being considered non-responsive.

a. Time required to complete the each services and delivery time of proposed chemical lot.
b. State whether any part of the services will be subcontracted to a second or third party (Mandatory).
c. If subcontracting is proposed, provide the name and address of the subcontractor(s).

d. Confirmation whether the Bidder has inspected the equipment/site prior to submitting the quotation.
e. State whether the company is registered with the Ministry of Public Security and Parliamentary Affairs, Sri Lanka.
f. Credit facility/payment terms (A credit facility shall be provided).
g. 3 years' experience in similar capacity service in chiller plant and submit details with bid according to following format other than the Section III form of qualification information.

Ser No	**Project or customer name**	**Service period (year/years)**	**Total cooling capacity(kw)**	**Contact person name**	**Mobile No**

h. The service provider should submit the company profile with bid.
i. The service provider should be a **DAIKIN authorized Dealer or Agent** in Sri Lanka. (Daikin for water cooled Chillers and VRV Air-conditioning system) submitted relevant document with bid.
j. Documentary evidence, including technical data sheets, safety data sheets (SDS), and product specifications, shall be submitted with the bid.

Section – VII Activity Schedule

ACTIVITY SCHEDULE FOR SELECTION OF A SERVICE PROVIDER FOR THE SERVICE AND MAINTENANCE OF AIR CONDITION SYSTEM OF "SUHURUPAYA" BUILDING, BATTARAMULLA – YEAR 2027

DESCRIPTION	UNIT PRICE (RS.)	QTY	NO OF SERVICE	TOTAL (RS.)
Chillers		04	04	
Cooling Towers		04	04	
VRV 4 outdoor units		03	04	
VRV 4 indoor units		18	04	
VRV 3 outdoor units		02	04	
VRV 3 indoor units		10	04	
Sub Total				
Add VAT				
Total				

Date……...

Company Seal and signature……

Section – VIII Forms of Securities

Bid Guarantee

[This Bank Guarantee from 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 Public Security and Parliamentary Affairs,
18th Floor, Suhurupaya,
Battaramulla.

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 supply of *[insert name of supplier]* under invitation for Bids. No---------- Furthermore, we understand that, according to your quotation, Bids must be supported by a Bid guaranty

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

(a) has withdrawn its Bids during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with instructions to Bidders (hereinafter "the ITB "); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the contract from, if required, or (ii) fails or refuse to furnish 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)]

ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE/SECURITY

_____[Issuing Agency's Name, and Address of Issuing Branch or Office]_____
Beneficiary: Secretary, Ministry of Public Security and Parliamentary Affairs
Date: _____

PERFORMENCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of Contractor/supplier] (hereinafter called „the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____with you, for the _____ [insert construction / "supply"] of _____ [name of contract and brief description of Works or Supply] (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 of 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 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 28 days 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)]

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ……..);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

…..……

Signature of the Declarant

Appendix A—Description of the Services

Ministry of Public Security and Parliamentary Affairs
Selection of a Service Provider for the Service and Maintenance of Air Condition System of "Suhurupaya"

Building, Battaramulla – Year 2027.

IFB No: PS/03/PB/09/29/26

……(Date)

Secretary,
Ministry of Public Security and Parliamentary Affairs,
17th Floor,
Suhurupaya,
Battaramulla.
Dear Sir,

SELECTION OF A SERVICE PROVIDER FOR THE SERVICE AND MAINTENANCE OF AIR CONDITION SYSTEM OF "SUHURUPAYA" BUILDING, BATTARAMULLA – YEAR 2027.

Service provider is hereby agreeable to provide services to your good-self (client) attending servicing activities of the Air-conditioning equipment located at "Suhurupaya", Sri Subuthipura Road, Battaramulla as per the terms and conditions stated below.

01. For Servicing of following units from ……..…. to ……..

Description	Qty.	No. of Services
A. Water Cooled Chillers	04	04
B. Cooling Towers	04	04
C. VRV Indoor Units	28	04
D. VRV Outdoor Units	05	04

DESCRIPTION	UNIT PRICE (RS.)	QTY	NO OF SERVICE	TOTAL (RS.)
Chillers		04	04	
Cooling Towers		04	04	

VRV 4 outdoor units		03	04	
VRV 4 indoor units		18	04	
VRV 3 outdoor units		02	04	
VRV 3 indoor units		10	04	
Sub Total				
Add VAT				
Total				

Price breakdown should be as below

Days Utilize for Services	Total days for services
Chillers - 03 days per service	12
Cooling Tower - 03 days per service	12
VRV - 04 days per service	16
Grand Total days for Services	**40 days**

1. Cost for Materials for services = **Rs.**
2. Cost for Labour, incentive, tools etc. = **Rs.**
3. Cost for Transport & Travelling for services = **Rs.**
   (Cost per one day transport for services - Rs. ……..)

   (Total Cost for Transport & traveling for services - Rs. ……. x 40)

   As per the current rates in the country
4. Cost for Troubleshooting with transport = **Rs.**
   (Engineer with Technician)

- This cost should include, if local technicians cannot find any fault in the AC system arranging experts from manufacture.
- For breakdown, an Engineer with a minimum of one senior technician & one junior Technician should attend for inspection.
- When the condition of the breakdown is complicated more Senior Engineers & Senior Technician should attend for inspections.

Hence Total cost for the ……. year service agreement - Rs. ……. (Without Tax)

02. VAT

The current rate of SSCL & VAT should include in your quotation.

03. Validity

Your quoted agreement value will be valid for a period of minimum 90 days. Kindly approve/sign the contract within the mentioned period. Price cannot subject to change before the expiry of the above period.

04. PAYMENT TERMS

Payment terms should be mentioned in the proposal by the bidder.

05. DURATION OF THE SERVICE AGREEMENT

This service agreement shall be valid for the period of one (01) year commencing from ……. (From ……. to …….)

06. RENEWALS

Service agreement shall be renewed annually and revised rates / quotation for the following year should be submitted to the client by the service provider before lapsing 02 months of the present service agreement.

07. REPAIRS / SPARE PARTS

Response to calls in case of breakdown shall be attended promptly during the normal working hours by the service provider.

During servicing of the equipment / attending breakdown, should any part / material / or item is found to be defective or found chemical cleaning or other activity is required to attend; an estimate will be submitted in regarding to the replacement / repair / activity to the client by the service provider before the commencement of the work.

08. ASSISTANCE / COMMITMENT SHALL BE EXTENDED BY THE CLIENT

Service provider should mentioned assistance / commitment shall be extended by the client.

09. EQUIPMENT TO BE SERVICED

Following equipment should be service during the service agreement period.

DAIKIN WATER COOL CHILLERS

- 04 Nos. Screw type water cool chillers Model No ZUW450AM

COOLING TOWERS

- 04 Nos. Cooling Towers Model No YC 500H

DAIKIN VRV SYSTEM 04

INDOOR UNITS

Indoor unit 1	MODEL	FXHQ63NAVE
Indoor unit 2	MODEL	FXHQ63NAVE
Indoor unit 3	MODEL	FXHQ63NAVE
Indoor unit 4	MODEL	FXHQ63NAVE
Indoor unit 5	MODEL	FXHQ63NAVE
Indoor unit 6	MODEL	FXHQ63NAVE
Indoor unit 7	MODEL	FXHQ63NAVE
Indoor unit 8	MODEL	FXHQ63NAVE
Indoor unit 9	MODEL	FXHQ63NAVE
Indoor unit10	MODEL	FXHQ63NAVE
Indoor unit 11	MODEL	FXHQ63NAVE
Indoor unit 12	MODEL	FXHQ63NAVE
Indoor unit 13	MODEL	FXHQ63NAVE
Indoor unit 14	MODEL	FXHQ63NAVE
Indoor unit 15	MODEL	FXHQ63NAVE
Indoor unit 16	MODEL	FXHQ63NAVE
Indoor unit 17	MODEL	FXHQ63NAVE
Indoor unit 18	MODEL	FXHQ63NAVE

OUTDOOR UNIT

Outdoor unit 1	MODEL	RXQ14PY1
Outdoor unit 2	MODEL	RXQ14PY1
Outdoor unit 3	MODEL	RXQ18PY1

DAIKIN VRV SYSTEM 3

INDOOR UNITS

Indoor unit 1	MODEL	FXFQ80LUV1
Indoor unit 2	MODEL	FXFQ80LUV1
Indoor unit 3	MODEL	FXFQ80LUV1
Indoor unit 4	MODEL	FXFQ80LUV1
Indoor unit 5	MODEL	FXFQ63LUV1
Indoor unit 6	MODEL	FXFQ63LUV1
Indoor unit 7	MODEL	FXFQ63LUV1
Indoor unit 8	MODEL	FXFQ63LUV1
Indoor unit 9	MODEL	FXFQ40LUV1
Indoor unit10	MODEL	FXFQ40LUV1

OUTDOOR UNIT

Outdoor unit 1	MODEL	RXQ14PY15
Outdoor unit 2	MODEL	RXQ14PY15

10. CHECK LIST (Only for reference, Service provider must update Check list according to the manufacture recommendations).

The service provider must complete the following tasks and submit a completed check card to the client after each service. Any observed defects or required repairs must be detailed in a separate quotation submitted to the client within 72 hours.

(A) ***WATER COOLED CHILLERS***

i. Cleaning Micro-processor control
ii. Check and record operating parameters

iii. Check and record voltage
iv. Check all wire terminals
v. Check for abnormal noise
vi. Check settings, adjust when necessary
vii. Check compressor oil level

(B) ***COOLING TOWERS***

i. Draining & cleaning water basin & infill
ii. Checking the operation of fan motor, sprinkler assembly & float valve
iii. Cleaning the fan blades.

(C) <u>VRV SYSTEMS</u>

i. Cleaning the air filters, cooling coils & drain pans
ii. Checking the fan motors.
iii. Cleaning of condenser coil with water.
iv. Applying anti corrosive paint for corrosion control where necessary.
v. Checking the Air Conditioning system for visible gas leaks.
vi. Checking the operation of thermostat & compressor motor current and fan motor current with rated current.
vii. Checking and cleaning electronic program circuit board if necessary.
viii. Checking for any loose electrical contacts and tighten where necessary.
ix. Checking for any abnormal noises and vibration.
x. Testing for normal operation

11. <u>Acceptance</u>

Client may sign and return the duplicate copy of the service agreement which is attached here-to; to the service provider confirming the acceptance of the service agreement as per the aforesaid terms and conditions.

We are agreeable to the aforesaid terms and conditions of service and enclose herewith our payment of **……** being the cost of services with effect **from …… to …….. .**

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Check List		

a.	Business Registration	
b.	Copy of VAT Registration Certificate	
c	Legal Status (Sole proprietor, Partnership, Company etc.)	
d	Experience in Similar Assignments last three years.	
e	Work Plan and Methodology	
f	Key Staff.	
g	Equipment Proposed.	
h	Client's Reference.	
i	Annual Turn-over Information.	
j	Section – III Form of Bid & Qualification Information	
k	Section – V Contract Data	
l	Section – VI Employer's Requirements and Drawings	
n	Section – VII Activity Schedule	
m	Bid Guarantee	
o	Non-collusion Declaration	
p	Appendix A—Description of the Services	
q	PCA 3 (If the contract price is more than Rs.5Mn)	