



BHIKSU UNIVERSITY OF SRI LANKA
ANURADHAPURA

Bidding Document For
**PROVISION OF GARDEN MAINTENANCE AND
LANDSCAPING SERVICES
AT BHIKSU UNIVERSITY OF SRI LANKA
2023/2024**

Contract Number: **BUSL/GAS/17/23/01**

Senior Assistant Registrar
(General Administration and Services)
Bhiksu University of Sri Lanka
Anuradhapura.
025-2050695

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ශ්‍රී ලංකා හික්සු විශ්වවිද්‍යාලය - අනුරාධපුර
ලංසු සඳහා ආරාධනයයි
උද්‍යාන නඩත්තු හා භූමි අලංකරණ සේවාව - 2023/2024

2023/2024 වර්ෂය සඳහා ශ්‍රී ලංකා හික්සු විශ්වවිද්‍යාලයේ උද්‍යාන නඩත්තු හා භූමි අලංකරණ සේවාව පවත්වාගෙන යාමට විශ්වවිද්‍යාලීය දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටු සභාපති විසින් සුදුසුකම් ලත් ලංසුකරුවන්ගෙන් මුද්‍රා තබන ලද ලංසු කැඳවනු ලැබේ.

1. ජාතික තරගකාරී ලංසු කැඳවීමේ ක්‍රියාවලියට අනුව ලංසු කැඳවීම සිදු කරනු ලැබේ.
2. කොන්ත්‍රාත් කාලය වසර 01 කි.
3. ලංසුකරුවන් අසාදු ලේඛනගත නොවූ අය විය යුතුයි.
4. ලංසුකරුවන් පහත සඳහන් සුදුසුකම් හා පළපුරුද්ද සපුරා තිබිය යුතුය.

4.1 ලියාපදිංචිය

- i. ලියාපදිංචි ව්‍යාපාරික ආයතනයක් / සමාගමක් වීම. **හෝ**
- ii. ප්‍රාදේශීය ලේකම් යටතේ හෝ ඒ හා සමාන රාජ්‍ය ආයතනයක ලියාපදිංචි සක්‍රීය ප්‍රජාමූල සංවිධානයක් වීම.

(ව්‍යාපාර ලියාපදිංචි සහතිකයේ පිටපත හෝ ප්‍රජාමූල සංවිධාන සඳහා අදාළ බලයලත් නිලධාරියා විසින් නිකුත් කරන ලද හැකියා සහතිකය ලංසු ලේඛන සමග ඉදිරිපත් කළ යුතුය)

4.2 සේවා පළපුරුද්ද

අදාළ ක්ෂේත්‍රයේ පසුගිය ආසන්නතම වසර 05 තුළ අවම වශයෙන් වසර 03ක සේවා පළපුරුද්ද සපුරා තිබිය යුතු අතර ඉන් වසර 01ක් සමාන ධාරිතාවක් සහිත සේවා පළපුරුද්දක් සහිත විය යුතුය (සමාන ධාරිතාව යනු: අවම වශයෙන් සේවකයින් 18ක් හෝ වාර්ෂික කොන්ත්‍රාත් වටිනාකම රුපියල් මිලියන 7 ක සේවා කොන්ත්‍රාත්තුවකි)

5. මීට අදාළ ලංසු ලේඛන 2023.09.18 දින සිට 2023.10.02 දින ප.ව. 2.00 දක්වා (රාජකාරී වේලාවේදී) මෙම විශ්වවිද්‍යාලයේ පාලන අංශයෙන් ලබාගත හැකිය. ඒ සඳහා ආපසු නොගෙවන රුපියල් එක්දහස් පන්සීයක (රු.1500/-) ගාස්තුවක් විශ්වවිද්‍යාලයේ මුදල් අයකැමි වෙත ගෙවා ලබා ගත් ලදුපත, ලිඛිත ඉල්ලීමක් සමග ජ්‍යෙෂ්ඨ සහකාර ලේඛකාධිකාරී (පාලන) වෙත ඉදිරිපත් කළ යුතුවේ. ලංසු ලේඛනය පාලන අංශය වෙත පැමිණ හෝ මෙම විශ්වවිද්‍යාලයේ වෙබ් අඩවියෙන් (www.busl.ac.lk) පරීක්ෂාකර බැලිය හැකිය.
6. සම්පූර්ණ කරන ලද ලංසු ලේඛනය හා එහි අනු පිටපත වෙත වෙනම ලිපිකවරවල බහා එහි "මුල් පිටපත" හා "අනු පිටපත" යන්න පැහැදිලිව සටහන් කර එම ලිපි කවර දෙකම එක් ලිපිකවරයක බහා 2023.10.03 දින ප.ව. 2.00 පෙර ලැබෙන සේ සභාපති, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුව, ශ්‍රී ලංකා හික්සු විශ්වවිද්‍යාලය, පුත්තලම් පාර, අනුරාධපුර ලිපිනයට ලියාපදිංචි තැපෑලෙන් එවීමට හෝ ඉහත ලිපිනයේ ලේඛකාධිකාරී කාර්යාලයේ තබා ඇති ටෙන්ඩර් පෙට්ටියේ බහාලීමට කටයුතු කළ යුතුය.
7. ලංසු ලේඛන අඩංගු ලිපි කවරයේ ඉහල වම් කෙලවරේ "උද්‍යාන නඩත්තු හා භූමි අලංකරණ සේවා සැපයීම 2023/2024" ලෙස සඳහන් කර මුද්‍රා තබා තිබිය යුතුය. ප්‍රමාද වී ලැබෙන ලංසු ප්‍රතික්ෂේප කරනු ලැබේ. 2023.10.03 දින ප.ව. 2.00ට ලංසු ලේඛන විවෘත කරනු ලැබේ. ලංසුකරුට හෝ ඔහුගේ නියෝජිතයෙකුට මේ සඳහා සහභාගිවිය හැක.
8. සියලුම ලංසු 2023.12.18 දින දක්වා (දින 77ක්) වලංගු විය යුතුය.
9. ලංසු ලියකියවිලි සමග ශ්‍රී ලංකා මහ බැංකුවේ ලියාපදිංචි බැංකුවකින් ලබාගත් රුපියල් හත්තැ පන්දහසක් (රු.75,000/-) වටිනා කොන්දේසි විරහිත ලංසු සුරක්ෂණයක් ඉදිරිපත් කළ යුතු අතර, එය 2024.01.15 දින දක්වා වලංගු විය යුතුය. ලංසු සුරක්ෂණය මෙම ලංසු ලේඛනයෙහි ඇති ආකෘතියට අනුකූල විය යුතුය. ලංසු සුරක්ෂණය මුදලින් විශ්වවිද්‍යාලයේ තැන්පත් කළ හැකි අතර ඊට අදාළ කුචිතාන්සියේ මුල් පිටපත ලංසු ලියකියවිලි සමග අමුණා ඉදිරිපත් කළ යුතුය.
10. පූර්ව ලංසු රැස්වීමක් (Pre-Bid Meeting) 2023.09.27 දින පෙ.ව. 10.00 ට මෙම විශ්වවිද්‍යාලයේ සනාතන මන්දිරයේ දී පැවැත්වීමට කටයුතු යොදා ඇති අතර ඒ සඳහා තමන්ගේ වියදමින් සහභාගි විය හැකිය.

සභාපති,
 දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුව
 ශ්‍රී ලංකා හික්සු විශ්වවිද්‍යාලය,
 අනුරාධපුර.
 2023.09.18

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 Bidding Document 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. Eligibility, Qualification and Experience of the Bidder
 - 2.1 The bidder shall not be a blacklisted service provider at the time of bidding and at the time of contract award. To qualify for the contract award, the successful bidder should have been registered in the institution as described in Bidding Data and hold a valid registration from the deadline of submission bids.
 - 2.2 All bidders shall provide in Section III, Forms of Bid, Qualification and Experience Information.

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 three years;
 - (b) Experience in Services of a similar capacity for each of the last one year, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (c) list of major items of equipment proposed to carry out the Contract;
 - (d) qualifications and experience of key staff proposed for the Contract;
 - (e) Any other if listed in the Bidding Data.
3. Cost of Bidding
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
4. Site Visit

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. Bidding Documents

5. Content of Bidding Document

The set of bidding documents comprises the documents listed below:

Volume 1

Invitation for Bid

- | | |
|-------------|-------------------------|
| Section I. | Instructions to Bidders |
| Section IV | Conditions of Contract |
| Section VII | Standard Forms |

Volume 1I

- | | |
|--------------|--|
| Section II | Bidding Data |
| Section III | Forms of Bid and Qualification Information |
| Section V | Contract Data |
| Section VI | Employer's Requirements |
| Section VIII | Price Schedule |

6. Clarification of Bidding Documents 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.

C. Preparation of Bids

7. Language of Bid 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 Sinhala / English Language
8. Documents Comprising 8.1 The Bid shall comprise the following
- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 5;
 - b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clauses 14
 - c) Documentary evidence in accordance with ITB Clauses 2.3, that the Related Services conform to the Bidding Documents;
 - d) Documentary evidence in accordance with ITB Clause 2.3 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 Submission Form and Price Schedules The Bidder shall submit the Bid Submission Form using the form furnished in Section III, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
10. Alternative Bids Alternative bids shall not be considered.
11. Bid Prices
- 11.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Schedule submitted by the Bidder.
 - 11.2 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 Price 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 to be covered by the other rates and prices in the Activity Schedule.
 - 11.3 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.
12. Currency of Bid and Payment The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees
13. Bid Validity
- 13.1 Bids shall remain valid for the period specified in the Bidding Data
 - 13.2 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 14 in all respects.

14. Bid Security
- 14.1 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.
- 14.2 If a Bid Security is requested under sub-clause 14.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 14.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1.
- 14.4 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).
- 14.5 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).
- 15 Format And Signing of Bid
- 15.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders
- 15.2 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.
- 15.3 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

16. Submission, Sealing and Marking of Bids
- 16.1 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) 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.
- 16.2 The inner and outer envelopes shall:
- a) Bear the name and address of the Bidder;
 - b) be addressed to the Purchaser in accordance with ITB Sub-Clause 17.1;
 - c) bear the specific identification of this bidding process as indicated in the BDS; and
 - d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 19.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature

opening of the bid.

17. Deadline for Submission of Bids
- 17.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 17.2 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.
18. Late Bids
- Any Bid received by the Employer after the deadline prescribed in Clause 17 will be returned unopened to the Bidder.

E Bid Opening and Evaluation

19. Bid Opening
- 19.1 The Employer shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 19.2 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.
- 19.3 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 or Bid- Securing Declaration, 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, in accordance with ITB Sub-Clause 18.1.
- 19.4 The Employer 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. A copy of the record shall be distributed to all Bidders who submitted bids in time.
20. Clarification of Bids
- 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 24.
21. Examination of Bids and Determination of Responsiveness
- 21.1 Prior to the detailed evaluation of bids, using the information provided in the bid , the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.
- 21.2 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.

- 21.3 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.
22. Evaluation of Qualification and Experience
- 22.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.
- 22.2 At the detailed evaluation of substantial responsive Bids, the Employer evaluates the Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria specified in Sub-Clause 23.1
- 22.3 During the evaluation of qualification and experience, the Employer will determine whether the Bidders are qualified and whether substantially responsive to the requirements set forth in the Bidding Document and Contract Data. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document.
- 22.4 A Bid shall be rejected at this stage prior to the financial evaluation if it does not respond to important aspects of the Employer's Requirements.
23. Financial Evaluation
- 23.1 After the evaluation of Qualification and Experience is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum requirement of Employer's Requirements or nonresponsive to the Employer's Requirements, indicating that their bid shall be rejected before the financial evaluation.
- 23.2 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
 - b) correcting the arithmetical errors in-pursuant to Clause 24.
 - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
 - d) applying any discounts offered by the Bidder.
- 23.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
24. Correction of Errors
- 24.1 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
- 24.2 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.
- 24.3 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

F. Award of Contract

25. Award Criteria Subject to Clause 26, 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.
26. Employer's Right to Accept any Bid and to Reject any or all Bids Notwithstanding Clause 25, 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.
27. Notification of Award and Signing of Agreement
- 27.1 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").
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder
28. Performance Security 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 Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
29. Insurance
- 29.1 The minimum insurance covers shall be :
- (a) • The minimum cover for insurance of Employer's property is 110% of the initial contract price
- (b) The minimum cover for personal injury or death,
- For third party and employees of the Employer and other persons engaged by the Employer in the Works is **LKR1,000,000.00** for Contractor's workmen per event.

Section II

BIDDING DATA

This section should be filled out by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

ITB Clause Reference

- 1.1 The Employer is- Bhiksu University of Sri Lanka Anuradhapura
Name and identification Number of the Contract is -Provision of Garden Maintenance and Landscaping Services for Bhiksu University of Sri Lanka 2023/2024
Contract Number - BUSL/GAS/17/23/01
- 1.2 The intended completion date is one year from the start date
- 2.1 The information required from bidders in Sub -Clause 2.2 is
Qualification of the bidders -
Bidder shall be a
- a. Registered Business Organization
 - b. Registered Community Based Organization
- Legal Status relating to public company/private company/partnership/sole proprietor /registered community based organization shall be submitted with the bid.
- For Community Based Organization, a certified copy of valid competency certificate and registration certificate which obtained from relevant authorized officer of government institution shall be submitted with the bid. For Registered Business Organization, a certified copy of Business Registration shall be attached.
- 2.2 Performed three years' experience during the period of last five years. This information shall be submitted according to the format given in the Section III of the bidding document.
- Experience as a prime service provider in Garden Maintenance and Landscaping service of at least one contract of similar capacity during last five years (Providing at least 18 employees OR total cost not less than 07 million performed during 01-year period).
- All documents such as awarding letters and relevant Service Certificates from the clients (client should have confirmed that the services have been successfully completed) shall be submitted with the bid to prove above experience.
- Qualifications and experiences of supervisory staff shall be submitted with the bid.
- Required equipment and items shall be provided as per the Employer's Requirement in Section VI
- 7 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 and /or Sinhala Language.
- 13.1 The Bid shall be valid up to 18.12.2023 (77 days from the date of close bid).
- 14.1 Amount of Bid Security shall be Sri Lankan rupees Seventy Five Thousand (75,000.00) which may be a bank guarantee issued by a bank registered in the Central Bank of Sri Lanka or should be the cash deposit in Bhiksu University of Sri Lanka. If the bid security provided by cash deposit, the original receipt shall be attached to the bid. The bid security should be on demand and unconditional and on

the format given in the bidding document.

Bid security shall be valid up to 15.01.2024 (105 days from the date of close of bids)

17 The address of submission of bids: The office of the Register, Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura.

Dead line for submission of bids shall be 2.00 pm on 03.10.2023

19.1 Bid will be opened at

Time - 2.00pm

Date - 03.10.2023

Address- At Senate building Bhiksu University of Sri Lanka

28 Amount of Performance Security is 10% of the initial contract Price. The standard form of Performance security acceptable to the employer shall be a bank guarantee issued by a commercial bank registered in the Central Bank of Sri Lanka. The acceptable form is given in the section VII of the Bidding Document

29.1 The minimum insurance covers shall be :

(a) • The minimum cover for insurance of Employer's property is 110% of the initial contract price

(b) The minimum cover for personal injury or death,

• For third party and employees of the Employer and other persons engaged by the Employer in the Works is **LKR1,000,000.00** for Contractor's workmen per event.

Section III

FORM OF BID

Date:

To: Vice Chancellor
Bhiksu University of Sri Lanka
Anuradhapura

Venerable Sir,

Having examined the bidding documents, we offer to provide the Services **Provision of Garden Maintenance and Landscaping Services, Bhiksu University of Sri Lanka Anuradhapura contract number BUSL/GAS/17/23/01** in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of*[Amount in numbers]*,

.....
..... *[Amount in words]* or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature :

Name and Title of Signatory :

Name of Bidder :

Address :
.....

Telephone :

Facsimile :

Authorized Representative :

Section III

Qualification Information

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

		<i>Eligibility Requirement</i>	<i>Bidder's Qualification</i>
1	Business Registration		
	Registration Number	
	Details of Registration	i. An organization or institution which possess Business registration or Company registration OR ii. Community Based Organization (CBOs), register under the Divisional Secretary or any other Government Institution (A Valid competency certificate which is issued by the relevant authorized officer of government institution should be attached)
	Specialty	Garden Maintaining and Landscaping Services
	Expiry Date	hold a valid registration from the deadline of submission bids until the expiry of the original validity of the bid
2	Blacklisted Contractors		
	Have you been declared as a defaulted contractor by NPA or any other Agency?		Yes /No (write off the inappropriate answer)
	IF yes provide details	
3	VAT Registration Number <i>(A certified copy shall be attached to the bid)</i>		
		
4	Work Program		
	N/A		
5	Legal Status		
	Public company/ Private Company/ Partnership/ Sole proprietor/Community based registered organization <i>(Certified copies shall be attached to the bid)</i>		
6	Experience in Last Three Years		
	Performed three years' experience during the period of last five years. This information shall be submitted according to the format given in the Section III of the bidding document.		
7	Experience in Similar Nature		
	Experience as a prime service provider in Garden Maintenance and Landscaping service of at least one contract of similar nature and capacity during last five years (Providing at least 18 employees OR total cost not less than 07 million performed during 01-year period). <i>(All documents such as awarding letters and relevant Service Certificates from the clients (client should have confirmed that the services have been successfully completed) shall be submitted with the bid to prove above experience)..</i>		
8	Qualification & Experience of Key staff		
	Certified copies of academic certificates and experience certificates shall be attached to prove the requirement of qualification of Supervisor At least one year experience as a supervisor in Landscaping Service (Proof documents of service certificates obtained from employers shall be attached)		

Signature of the Bidder :.....

Common Seal:.....

සේවා පළපුරුද්ද

අදාළ ක්ෂේත්‍රයේ පසුගිය ආසන්නතම වසර 05 තුළ අවම වශයෙන් වසර 03ක සේවා පළපුරුද්ද සපුරා තිබිය යුතු අතර ඉන් වසර 01ක් සමාන ධාරිතාවක් සහිත සේවා පළපුරුද්දක් විය යුතුය

ඉතා වැදගත් :

මෙම ලේඛනයේ හෝ මෙහි අනුරූවට අනුව සකස්කරන ලද ලේඛනයක පමණක් ලංසුකරුවන් විසින් තම සේවා පළපුරුද්ද ඉදිරිපත් කළ යුතු අතර ඒ සඳහා ලිඛිත සාක්ෂි (කොන්ත්‍රාත් ප්‍රදාන ලිපිය සහ සේවා සහතිකය) අනිවාර්යයෙන් අමුණා එවිය යුතුය. මෙම උපදෙස් අනුව සේවා පළපුරුද්ද ඉදිරිපත් නොකරන ලංසුකරුවන්ගේ ලංසු ඇගයීම් කරනු නොලැබේ.

සේවා දායකයාගේ නම සහ ලිපිනය	සේවාව සැපයූ කාලය		වාර්ෂික කොන්ත්‍රාත් මුදල (වැට් රහිත) රු.	දෛනිකව යොදවන ලද සේවක සංඛ්‍යාව	අදාළ තොරතුරු තහවුරු කරගැනීමට සේවාදායකයාගේ පාර්ශවයෙන් සම්බන්ධ විය යුතු අය		
	දින සිට	දින දක්වා			නම	තනතුර	දුරකථන අංකය

ඉදිරිපත් කරනු ලබන සේවා සහතිකයේ සේවාව සැපයූ කාලය, වාර්ෂික කොන්ත්‍රාත් මුදල, දෛනිකව යොදවන ලද සේවක සංඛ්‍යාව අනිවාර්යයෙන් ඇතුළත් විය යුතුය.

Section IV

CONDITIONS OF CONTRACT

1. 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;
 - b) “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 Form of Contract 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, corporate body or Community Base Organization 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 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 Sinhala/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 VI , 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 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.
- 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 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
- 2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) 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 (60) days’ in the case of the event referred to in (c):
- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.7;
 - (e) 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) day

- 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), of Clause 2.6.1, 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.
- 3.2 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.
- 3.3 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 Bidding Document ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the Contract Data.
- 3.4 Reporting Obligations The Service Providers shall submit to the Employer the reports and documents specified in in the Bidding Document , in the numbers, and within the periods set forth in the said in the Contract Data
- 3.5 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.

- 3.6 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 the Bidding Document. The Key Personnel and Subcontractors listed by title as well as by name in Bidding Document 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.

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 Bidding Document
- 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 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 Bidding Document.

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 carrying out the Services described in the Bidding Document. 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 Clause 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 2.5.4, a breakdown of the lump-sum price is provided in the Bidding Document
- 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 Special Condition of Contract (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 Twenty Eight (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.
- 7.2 Correction of Defects, and Lack of Performance Penalty
- The company admits that the university has the right to recalculate these amounts in the following occasions.
- (a) Service provider shall fulfill Employer's requirement. Employer has rights to recalculate amount claimed by the service provider. Payment shall be recalculated by the Employer based on the actual completion of daily tasks. The calculated amount for non-completed tasks or a part of task shall be deducted from the monthly bill submitted by the service provider.
- (b) Appropriate uniforms shall be worn by all employees except supervisors.

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 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

CC Clause No	
1.1(c)	The contract name is: Provision of Garden Maintenance and Landscaping Service in Bhiksu University of Sri Lanka Contract No - BUSL/GAS/17/23/01
1.1(e)	The employer is: Vice Chancellor ,Bhiksu University of Sri Lanka
1.4	Employer : Vice Chancellor, Bhiksu University of Sri Lanka Attention : Senior Assistant Registrar, General Administration and Services Address : Bhiksu University of Sri Lanka, Puttalam Road, Anuradhapura. Telephone : 0252236760 Facsimile : 0252222615 Bidder shall submit information similar to the above as mention details on behalf of him in the Form of Bid
1.6	Authorized representative For the employer – Senior Assistant Registrar, General Administration and Services Bidder shall nominate his authorized representative in the Form of Bid
2.1	The contract shall come in to effect after signing an agreement. An agreement shall be signed within 14 days of issuing Letter of Acceptance /Award
2.2.	Start date shall be within 14 days of Letter of Acceptance /Award
2.3	Time for the completion for the whole service rendered is 365 days from the start date
6.4	Payment shall be calculated based on the daily rendered services provided by the service provider. Monthly payment shall be paid to the service provider on the invoice/bills submitted by service provider. Daily wages of the absentees will be deducted from monthly bill.
6.5	Not Applicable for this contract.
7.2 (a)	15 employees shall be provided by the service provider.
7.2 (b)	Appropriate uniforms shall be provided by the service provider.

Section VI : Employer's Requirement

1. දෛනිකව සිදුකළ යුතු කාර්යයන් :-

මෙම කොන්ත්‍රාත්තුවට අදාළව දෛනිකව සිදුකළ යුතු කාර්යයන් පහත පරිදි කාණ්ඩ තුනක් යටතේ වෙන්කර ඇත.

කාර්ය සංකේතය	සිදුකළ යුතු කාර්යයන්
A	<p><u>උද්‍යාන භූමිය නඩත්තු කර ආකර්ශනීය ලෙස පවත්වාගෙන යාම</u></p> <p>(උද්‍යාන භූමියට විශ්වවිද්‍යාලයේ නාප්පයෙන් පිටත මාර්ගය දක්වා වූ කොටස ද අයත්වේ)</p> <p>එක් එක් පරිශ්‍රයන්ට අයත් උද්‍යාන භූමිය දෛනිකව අතුගා පිරිසිදු කිරීම, එහි අනවශ්‍ය ලෙස වැවී ඇති තණ කොළ, යන්ත්‍රයක් භාවිතයෙන් මසකට දෙවරක් කපා ඉවත් කිරීම, උපදෙස් දෙන පරිදි ගොඩනැගිලි හා ගස් වටා උදලු හා පිරිසිදු කිරීම, පරිශ්‍රයේ ඇති මල් පඳුරු, මල් වැල් හා මල් පැල මසකට වරක් හැඩතලවලට කප්පාදු කර නඩත්තු කිරීම, ඒවා වටා පිරිසිදු කර අවශ්‍ය පරිදි පොහොර යෙදීම (අවශ්‍ය පොහොර විශ්වවිද්‍යාලයේ නඩත්තු අංශයෙන් නිකුත් කෙරේ), පරිශ්‍රයේ ගොඩනැගිලි හා කාප්පවලට හානිවන අයුරින් වර්ධනය වන ගස් වැල් කපා ඉවත් කිරීම, උපදෙස් දෙන පරිදි තරමක් විශාල ප්‍රමාණයේ ගස්වල අතු කප්පාදු කිරීම.</p>
B	<p><u>මාර්ග පද්ධතිය, මිදුල් හා වාහන නැවතුම් ස්ථාන පිරිසිදු කිරීම</u></p> <p>එක් එක් පරිශ්‍රයන්ට අයත් මාර්ග පද්ධතිය, මිදුල් හා වාහන නැවතුම් ස්ථාන දෛනිකව අතුගැම, ඒවායේ පැලවී ඇති අනවශ්‍ය පැලෑටි මර්ධනය කිරීම, එහි ඇති ජලය බැසයන කාණු හා බට පද්ධති පිරිසිදු කිරීම.</p> <p>(කාර්යාල පරිශ්‍ර අභ්‍යන්තර මාර්ග හා මිදුල් පෙ.ව.8.30ට පෙර පිරිසිදු කර අවසන් කළ යුතුය.)</p>
C	<p><u>තෘණ භූමි, මල් පඳුරු, මල් වැල්වලට වතුර දැමීම</u></p> <p>උද්‍යාන භූමියේ වගාකර ඇති සියලු තෘණ භූමි, මල් පාත්ති, මල් පඳුරු හා මල් වැල්වලට වතුර දැමීම. (වැසි සහිත දිනවල දී මේ සඳහා ගෙවීම් කරනු නොලැබේ.)</p>

සැලකිය යුතුයි

- විශ්වවිද්‍යාලයේ උද්‍යාන භූමි අලංකාර කර ආකර්ශනීය ලෙස පවත්වාගෙන යාම කොන්ත්‍රාත්කරුගේ වගකීමකි. ඒ සඳහා සුදුසු යෝජනා කොන්ත්‍රාත්කරු විසින් විශ්වවිද්‍යාලයට ඉදිරිපත් කළ යුතුවේ. නව යෝජනා සඳහා අවශ්‍යවන අමුද්‍රව්‍ය, මල් පැල හා තණ පිඩලි ආදිය විශ්වවිද්‍යාලය විසින් සපයනු ලැබේ.
- භූමියෙන් ඉවත්කරන කොළ රොඩු ඇතුළු දිරණ ද්‍රව්‍යවලින් විශ්වවිද්‍යාලයේ ප්‍රයෝජනය සඳහා කාබනික පොහොර සැකසිය යුතුය. ඒ සඳහා අවශ්‍ය ද්‍රව්‍ය විශ්වවිද්‍යාලය විසින් සපයනු ලැබේ.

2. අවශ්‍යතාව පරිදි මසකට එක් වරක් පමණක් සිදුකළ යුතු කාර්යයන් :-

2.1 විශ්වවිද්‍යාලයට අයත් ළිං පිරිසිදු කිරීම

අනු අංකය	පිරිසිදු කළයුතු ළිං පිළිබඳ විස්තර
01	මානමූනාවත්ත පරිශ්‍රයේ ප්‍රධාන ගේට්ටුව අසල ළිං (ගැඹුර අඩි 25, විශ්කම්භය අඩි 8)
02	මානමූනාවත්ත පරිශ්‍රයේ ශිෂ්‍ය නේවාසිකාගාරය අසල ළිං (ගැඹුර අඩි 23, විශ්කම්භය අඩි 8)
03	නන්දන මාවත පරිශ්‍රයේ ප්‍රධාන දේශන ශාලාව අසල ළිං (ගැඹුර අඩි 25, විශ්කම්භය අඩි 14)
04	තිසාවැව වත්ත පරිශ්‍රයේ ප්‍රධාන ළිං (ගැඹුර අඩි 30, විශ්කම්භය අඩි 18)

2.2 විශ්වවිද්‍යාලයේ තිසාවැවවත්ත පරිශ්‍රයට අයත් ඇළ මාර්ගය පිරිසිදු කිරීම

	පරිශ්‍රය	ඉටුකළ යුතු කාර්ය	කාර්යට අයත් භූමි ප්‍රමාණය (හෙක්ටයාර්)
1	තිසාවැවවත්ත	මෙම පරිශ්‍රය මැදින් වැටී ඇති මීටර් 200 කට ආසන්න දිගක් සහිත ස්වභාවික ඇළ මාර්ගයේ වැවෙන වල් පදුරු ආදිය මසකට වරක් කම්කරුවන් යොදා කපා ඉවත් කර ජලය බැසයන පරිදි ඇළ මාර්ගය පිරිසිදු කිරීම	0.16

උක්ත කාර්යයන් සඳහා කොන්ත්‍රාත්කරු සතුව තිබිය යුතු අවම උපකරණ ලැයිස්තුව

අනු අංකය	නම	ප්‍රමාණය
01	වීල් බැරෝ	04
02	උදලු	08
03	සවල්	04
04	රේක්ක	06
05	යකඩ ඉණි	03
06	පිහි	06
07	අත් මුල්ලු	12
08	කප්පාදු කියත්	03
09	කප්පාදු කතුරු (Secateurs)	03
10	මල් බාල්දි	08
11	චතුර බාල්දි	08
12	1/2'' චතුර බට (දිග අඩි 100)	06
13	1'' චතුර බට (දිග අඩි 100)	05
14	මල් කතුරු	06
15	ඉනිමං (මීටර් 05)	04
16	තෙල් ඉසින ටැංකි	01
17	අත් පොරව	04
18	චේන් සෝ යන්ත්‍ර (Chainsaw)	01
19	තණකොළ කපන මැෂින්	03
20	සබ්මෙසිබල් ජල පොම්ප (Submersible Pump)	03
21	ඉදල්	25

සැපයිය යුතු සේවක සංඛ්‍යාව

1. එක් එක් පරිශ්‍රයන් සඳහා දෛනිකව යෙදවිය යුතු සේවක සංඛ්‍යාව

	පරිශ්‍රය	පහුණු / නුපහුණු කම්කරුවන්	වැඩ පරික්ෂක
1	මානමුනාවත්ත පරිශ්‍රය	08	01
2	තිසාවැව්වත්ත පරිශ්‍රය	05	
3	නන්දන මාවත පරිශ්‍රය	02	
4	ලේඛකාධිකාරී නිල නිවාස හා සංචාරක බංගලා පරිශ්‍රය	02	
	එකතුව	17	01

මෙම කොටස සම්පූර්ණ කිරීමේ දී ලංසුකරුවන් පහත සඳහන් කරුණු කෙරෙහි ද සැලකිලිමත් විය යුතුය.

- i. මෙම ලේඛනය සම්පූර්ණ කිරීමට පෙර ලංසුකරු විසින් විශ්වවිද්‍යාල භූමිය පරීක්ෂාකර එක් එක් පරිශ්‍රයේ සිදුකළ යුතු වැඩ කොටස් පිළිබඳ පූර්ව අවබෝධයක් ලබාගත යුතුය.
- ii. මෙම කොන්ත්‍රාත්තුවට අදාළ එක් එක් කාර්ය සිදු කිරීම සඳහා ආයතනය විසින් ඉදිරිපත් කරන ගාස්තුවට එම කාර්ය සඳහා යොදවන සේවකයින්ගේ මාසික සේවක වැටුප (EPF, ETF ඇතුළත්), උපකරණ ගාස්තු, පරිපාලන ගාස්තු, ලාභය ආදී සියලුම වියදම් ඇතුළත් විය යුතුය. 1941 අංක 27 දරණ පඩිපාලක ආඥාපනතට අනුකූලව කම්කරු අවම වැටුප හෝ ඊට වැඩි වැටුපක් ගෙවිය යුතුය.
- iii. සේවාව සැපයිය යුතු දිනයන් : ඉරිදා සහ රජයේ විශේෂ නිවාඩු දින හැර මාසයේ ඉතිරි සෑම දිනකදීම (ආසන්න වශයෙන් මසකට දින 25ක්)
- iv. සේවා කාලය පෙ.ව.7.30 - 4.30 දක්වා වේ.
- v. නොපැමිණෙන සේවකයින්ගේ දෛනික වැටුප බිල්පතීන් අඩු කරනු ලැබේ.

1. දෛනිකව සිදුකළ යුතු කාර්යයන් සඳහා මිල ගණන්:-

	පරිශ්‍රය	ඉටුකළ යුතු කාර්යය	කාර්යට අයත් භූමි ප්‍රමාණය (හෙක්ටයාර්)	අයකරන මාසික ගාස්තුව (රු.)
1	මානමූනාවත්ත	A	2.50	
		B	1.50	
		C	1.50	
2	කිසාවැව්වත්ත	A	2.00	
		B	1.50	
		C	0.30	
3	නන්දන මාවත	A	0.80	
		B	0.40	
		C	0.20	
4	ලේඛකාධිකාරී නිල නිවස හා සංචාරක බංගලාව පිහිටි පරිශ්‍රය	A	0.25	
		B	0.20	
		C	0.20	
එකතුව				

2. අවශ්‍යතාව පරිදි මසකට එක් වරක් පමණක් සිදුකළ යුතු පහත සඳහන් කාර්යයන් සඳහා විශ්වවිද්‍යාලය විසින් වෙන්කර ඇති මුදල යටතේ එම කාර්යයන් ඉටුකිරීමට කොන්ත්‍රාත්කරු එකඟ විය යුතුය.

2.1 විශ්වවිද්‍යාලයට අයත් ලිං පිරිසිදු කිරීම

අනු අංකය	පිරිසිදු කළයුතු ලිං පිළිබඳ විස්තර	මසකට එක් වරක් පිරිසිදු කිරීමට විශ්වවිද්‍යාලය විසින් වෙන්කර ඇති මුදල (රු)
01	මානමූනාවත්ත පරිශ්‍රයේ ප්‍රධාන ගේට්ටුව අසල ලීඳ (ගැඹුර අඩි 25, විශ්කම්භය අඩි 8)	5,000.00
02	මානමූනාවත්ත පරිශ්‍රයේ ශිෂ්‍ය නේවාසිකාගාරය අසල ලීඳ (ගැඹුර අඩි 23, විශ්කම්භය අඩි 8)	5,000.00
03	නන්දන මාවත පරිශ්‍රයේ ප්‍රධාන දේශන ශාලාව අසල ලීඳ (ගැඹුර අඩි 25, විශ්කම්භය අඩි 14)	7,000.00
04	තිසාවැව වත්ත පරිශ්‍රයේ ප්‍රධාන ලීඳ (ගැඹුර අඩි 30, විශ්කම්භය අඩි 18)	10,000.00
	එකතුව	27,000.00

2.2 විශ්වවිද්‍යාලයේ තිසාවැවවත්ත පරිශ්‍රයට අයත් ස්වභාවික ඇළ මාර්ගය පිරිසිදු කිරීම

	පරිශ්‍රය	ඉටුකළ යුතු කාර්ය	මසකට එක් වරක් පිරිසිදු කිරීමට විශ්වවිද්‍යාලය විසින් වෙන්කර ඇති මුදල (රු)
1	තිසාවැවවත්ත	මෙම පරිශ්‍රය මැදින් වැටී ඇති මීටර් 200 කට ආසන්න දිගක් සහිත ස්වභාවික ඇළ මාර්ගයේ වැවෙන වල් පදුරු ආදිය මසකට වරක් කම්කරුවන් යොදා කපා ඉවත් කර ජලය බැසයන පරිදි ඇළ මාර්ගය පිරිසිදු කිරීම කාර්යට අයත් භූමි ප්‍රමාණය - හෙක්ටයාර් 0.16	14,500.00

Section VII: Price Schedule

ලංසුකරු විසින් පහත සඳහන් කරුණු ද සැලකිල්ලට ගෙන ලංසු ලේඛනයේ VI කොටසේ සඳහන් කාර්යයන් ඉටුකිරීම සඳහා අයකරන ගාස්තුව ඉදිරිපත් කළ යුතුය

1. කොන්ත්‍රාත්කරු විසින් අයකරන ගාස්තුවට පහත සඳහන් සියලු වියදම් ඇතුළත් විය යුතුය.
 - උපකරණ සඳහා වැය වන ගාස්තු
 - සේවක වැටුප් (ETF හා EPF ඇතුළත්ව)
 - පොදු කාර්ය පිරිවැය හා ආයතනික ලාභය
2. උද්‍යාන නඩත්තු හා භූමි අලංකරණ කටයුතු සතියේ වැඩ කරන දිනවල හා සෙනසුරාදා දිනවල සිදුකළ යුතුය. (ඉරිදා හා රජයේ විශේෂ නිවාඩු දින හැර)

මිල ලේඛනය

කාර්ය අංකය	කාර්ය	මාසික ගාස්තුව (රු.)
1	දෛනිකව සිදුකළ යුතු කාර්යයන් සඳහා අයකරන මාසික ගාස්තුව (පිටුව 25)	
2.1	විශ්වවිද්‍යාලයට අයත් ළිං පිරිසිදු කිරීම සඳහා අයකර ගාස්තුව (පිටුව 26)	27,000.00
2.2	විශ්වවිද්‍යාලයේ තිසාච්චවත්ත පරිශ්‍රයට අයත් ඇල මාර්ගය පිරිසිදු කිරීම සඳහා අයකර ගාස්තුව (පිටුව 26)	14,500.00
එකතුව (a)		
වාර්ෂික ගාස්තුව (a x 12)		
SSCL (අදාල වේ නම්)		
උප එකතුව		
වැට් බදු 15% (අදාල වේ නම්)		
මුලු එකතුව (බදු සහිත)		

මුලු ගණන අකුරින් (වැට් රහිත) රු.

කොන්ත්‍රාත්කරු විසින් එක් එක් සේවක කාණ්ඩයක් සඳහා ගෙවනු ලබන දෛනික වැටුප: (ETF, EPF ඇතුළත්ව 1941 අංක 27 දරන පඩිපාලක අඥාපනතේ විධි විධාන හා රජයේ නීතිවලට යටත්ව)

1.	වැඩ පරීක්ෂක (ගැහැණු/ පිරිමි)	රු.
2.	කම්කරු (ගැහැණු/ පිරිමි)	රු.

ලංසුකරුගේ නම : ලංසුකරුගේ අත්සන :

ආයතනයේ නම :

ආයතනයේ පොදු මුද්‍රාව :

දිනය :

VIII: Standard Forms

Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Agency]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]* The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 24,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date..... Signature of the Bank.....

Witness..... Seal.....

[Signature, name, and address]

Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date which the agreement is expired.

Signature and seal of the Guarantor

Name of Bank

Address

Date

Letter of Acceptance

[Letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 27 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[Date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for providing services *[name of the Contract and identification number]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) Qualification Information
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]