


**JAYA CONTAINER TERMINALS LIMITED**

 **Purchasing  
Division  
No.69, Walls  
Lane, Colombo 15  
Telephone:  
+94 11 2540040,  
2540045 Fax: +94 11  
2540042**

Dear Sir/ Madam,

**SEALED QUOTATION INVITATION**

**Bid: Provision of Janitorial Services and Tea Service for JCT Ltd**

**File No:JCT/DPC/2022/009 Ref No: JCT//SQ/2021/08 Bid Closing Time/Date:1400Hrs/10.10.2022**

**Bid Bond:**  Not Required  **Required:Rs. 70,000.00**

Sealed Quotations are invited for the Janitorial Services and tea service for JCT Limited for period of one year. You or your representative could be present at the time of opening of quotations. Please read the instructions given below before filling the Bid Form overleaf. Quotations not conforming to the conditions given below will not be considered and would be rejected.

**CONDITIONS OF QUOTATION AND INSTRUCTIONS TO SUPPLIERS:**

**01. GENERAL**

These Instructions to Bidders, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Conditions of Contract.

**02. ISSUE OF BID DOCUMENTS:**

Each Bid Document comprises:

- (a) Instructions to Bidders
- (b) General conditions of Contract
- (c) Service Description
- (d) Specifications and Requirements
- (e) Schedule of Rates
- (f) Form of Letter of Acceptance of Bid
- (g) Form of Bid Bond
- (h) Form of Performance Bond
- (i) Form of Agreement

**03. MODE OF BID:**

The bid must be accompanied by a Bid Bond as per form 'A' attached, in favor of Jaya container Terminals Ltd for Rs. 70,000.00 or equivalent amount in foreign currency valid for a period of Ninety (90)

days from the date of closing of Bids and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container terminals Ltd and the **BIDDERER**. The Bid Bond shall contain the condition that if an award is made, the successful bidder will enter into a contract with the Jaya container terminals Ltd and in which event the Bid Bond of such successful bidder shall remain in full force and effect after the said period of Ninety (90) days or any extension thereof until the bidder has entered into a contract and furnished the necessary Performance Bond.

The **Jaya Container Terminals Ltd** has the right at any time to request in writing to any or all bidders to extend their bids, validity of Bids and Bid Bonds. The Bid Bond shall contain a condition that if the bidder withdraws the bids after closing of bids and before the expiry of the period of validity of the Bid, the full amount of the Bond shall be forfeited to the. **Jaya Container Terminals Ltd**. Bid Bonds submitted by unsuccessful bidders shall be returned on award of the Bid. Bid Bonds shall also be returned if the bid is cancelled.

03.1 The Bid Bond required shall be furnished by the bidder by Letter of Guarantee in the Form `A' attached, from any of the following:

- a) A recognized Bank in Sri Lanka
- b) A recognized bank abroad. (Confirmed by a recognized Bank in Sri Lanka)
- c) Insurance Agencies

The Bid Bond as per the form `A' attached to this Bid Document should be submitted along with the bid enclosed in the same envelope. No bid bond will be accepted if not submitted in this manner and if this condition is not fulfilled, the bidder's offer will not be considered under any circumstances. Copies of bonds are not acceptable.

**Note:**

**I. Cash Bid Bonds also acceptable**

03.2 Each copy of the bid should be signed by the bidder and enclosed together with a signed copy of the Conditions of bid in a sealed cover marked bid for the "Provision of Janitorial Services and tea service for the Jaya Container Terminals ltd. for year 2022/20223 (Please indicate Bid No., Closing Date and Time) on the left hand top corner and addressed to the CHAIRMAN, Department Procurement Committee, Jaya container Terminals Ltd, 69, Walls lane, Colombo 15, Sri Lanka.

**04 CLOSING DATE :**

Bid should be sent by post under registered cover, so as to reach the **Chairman, Department Procurement Committee, Jaya Container Terminals Ltd, No 69, walls lane, Colombo 15, Sri Lanka not later than 14:00 hrs. On 10/10/2022.**The relevant cover containing the bid should be marked "**Provision of Janitorial Services and tea service**" **at the left side top corner.** bidders if they so desire may **deposit the bid** in the tender box provided for the purpose at the office of the, **Jaya Container Terminals Ltd, No. 69, walls lane, Colombo15, Sri Lanka not later than 14:00 hrs. On 10/10/2022.** The Procurement committee shall not take any responsibility for Bids lost in the post and shall **not accept late submission** of bids.

**05. OPENING OF BIDS:**

- 05.1 Bids will be opened at 14:00 hrs. on 10/10/2022  
At the Office Canteen - Colombo Oil Bank  
No 69 Walls Lane,  
Colombo 15.
- 05.2 Bidders or their duly authorized representatives may be present at the time of  
Opening of Bids.
- 05.3 The officer opening the bids will read the prices of all offers received. Any clarification with  
respect to the prices could be asked for by the bidders or their representatives at the time of  
opening of the bids and not thereafter.

**06. VALIDITY OF BID :**

All bids shall be valid for a period of Sixty (60) days from the date of closing of the bids.

**07. PRICES:**

- 07.1 Price shall always be entered and signed in the form “SCHEDULE OF PRICES”  
contained in this bid Document. Per day, per employee service charge for ( Oil Bank Premises &  
South Jetty Premises) employees should entered separately. The price quoted should be for the  
supply within the agreed period and be net price. The VAT payable on account of this work  
should be indicated separately with the VAT registration number. Failure to provide the net  
price may result in bid being considered as a non responsive bid. The schedule of prices are not  
entered in this manner will be rejected. Alternative bid shall not be considered.
- 07.2 Any alternations or erasures should be authenticated by the bidder as otherwise the offer will be  
liable to be treated as unacceptable and rejected.
- 07.3 The price quoted should be written clearly in ink or typewritten and must be in  
Figures and repeated in words. If there be any discrepancy between unit rate and Line items  
total, the unit rate will govern.

**08. POWER TO ACCEPT OR REJECT BIDS:**

The Procurement committee reserves the right, without question, of rejecting any or all bids and the  
right of accepting in full or any portion of a bid. Bidders should be prepared to accept and execute in  
full or part of the bid at the rates quoted in the bid form against each item or part.

**09. NOTICE OF ACCEPTANCE OF BID:**

Acceptance of Bid will be communicated by fax and confirmed in writing by registered post to the  
successful bidder to the address given by him in the bid document, as soon as possible, after the closing  
date of bid. Any change of address of the bidder should be promptly notified to the **Chairman,  
Procurement Committee, Jaya container Terminal Ltd**, No. 69, walls lane, Colombo 15, Sri Lan

**10 PROOF OF ABILITY :**

Bidder must submit documents or other evidence of their ability to carry out the contract and other factors such as experience, man power etc.

**11. INFORMATION TO BE SENT WITH BID S:**

- Profile of the company
- Certificate of Incorporation
- A minimum of three (03) reference from entities to which similar services provided during last five (5) Years for Janitorial services and last three (03) years for Tea Services; should provide proof documents.
- EPF “C” form for last three (03) years
- A minimum manpower at least 50 workers as to prove his capability to assign extra workers when an emergency
- Financial particulars (Audited financial statements) for last three (03)years
- All Bidders must participate for the pre bid meeting and site visits before submitting the bid document.

-Pre bid meeting and site visit have scheduled on 05.10.2022 at 10.30 am, arranged by Head of Engineering Mr.Nalin Withanapathirana (Tel,0714736928)

**-Bidders submitted without the above information & other documents which are mentioned in Specification sheets will be treated as incomplete and are liable to be rejected.**

- 12.** Bidders must acquaint themselves fully with the conditions of contract. No plea of lack of information or insufficient information will be entertained at anytime.
- 13.** Any further information required by bidders can be obtained on application from the Office of the **Head of Engineering, Jaya Container Terminals Ltd, No. 69, walls lane, Colombo 15, Sri Lanka. (TEL 2540040-4 / 0714736928)**
- 14.** A Bidder is liable to be rejected unless all the conditions laid down herein have been strictly fulfilled.

**15. INDUCEMENTS FROM BIDDERS**

The Procurement committee shall reject a bid if the prospective/ successful bidder gives or agrees to give, directly or indirectly to any Officer or Employee of Jaya Container Terminals Ltd. a gratification/gift in any form as an inducement with respect to an act or decision of or procedure followed by the Jaya Container Terminals Ltd. with regard to this Bid. Such rejection of a bid shall be recorded and communicated to the relevant party promptly

**16. VALUE ADDED TAX ON PAYMENTS MADE LOCALLY**

Bidders are required to give their VAT Registration No. in the space provided in page No.13 of this bid document. If a bidder is not registered for VAT he should attach a letter from the Commissioner of Inland Revenue to the effect that this company is not registered under VAT.

## CONDITIONS OF CONTRACT

### 01. **MODE OF PAYMENT:**

The payment will be made within 15 working days after receiving the invoice for the successful service to the satisfaction of the Jaya container Terminals Ltd.

### 02. **PERFORMANCE BOND:**

The successful bidder shall at his cost and expense deposit with the Jaya container Terminals Ltd within **fourteen (14)** working days of the date of notice of award of the Bid, a Performance Bond in favor of the Jaya Container Terminals Ltd. in the form of a Bank Guarantee as given in Form 'B' attached here to the Jaya container Terminals Ltd for the due performance of the contract in a sum equivalent to ten percent (10%) of the annual service charge of the bid. This bond shall be payable on demand and valid for period of one (1) year. As an alternative, to the performance Bond a cash deposit for the same amount may be made with the **Jaya Container Terminals Ltd**. In the event of default on the part of successful bidder, resulting in breach of contract condition the Jaya Container Terminals Ltd may by written notice terminate the contract and proceed to collect the performance Bond without prejudice to any further action that may be deemed necessary against the successful bidder.

### 03. **COMMENCEMENT OF CONTRACT WITHIN AGREED PERIOD:**

The successful bidder shall supply the Janitorial Services and tea service with effect from **01.11.2021**. On failure to do so Chairman, Jaya container Terminals Ltd shall have the right of collecting the Performance Bond without prejudice to any other claims that may be lodged in this regard.

### 04. **FORCE MAJEURE:**

The bidder is not responsible for delay or non-performance of contractual obligations, and the **Jaya container Terminals Ltd** is not responsible for delay or non-performance of its contractual obligations caused by war, blockade, revolution, insurrection, civil commotion, riots, strikes, lockouts, fire, floods acts of god, and acts of Government, Public enemy or epidemics.

### 05 . **INDIVIDUALS NOT PERSONALLY LIABLE:**

No Director or Officer or an employee of the Jaya container Terminals Ltd shall be in anyway personally bound or liable for the acts or obligations of the successful bidder under the contract or answerable for any default or omission of the successful bidder in the observance or performance any of the acts, matters or things which are herein contained.

### 06. **ARBITRATION:**

If at any time any question, dispute or difference of opinion shall arise between the Jaya Container Terminals Ltd and the Contractor in connection with or arising out of the contract which cannot be settled amicably, either party shall as soon as practicable, give notice to the other in writing of the existence of such question, dispute or difference and the same shall finally be settled by Arbitration, which shall be held in Sri Lanka according to the laws of Sri Lanka.

**07. AGREEMENT:**

The successful Bidder shall if so required by the Jaya container Terminals Ltd enter into a formal agreement with the Jaya Container Terminals Ltd according to the format given in **Form 'C'**. However, if no such agreement is entered into, the Terms and conditions of bid acceptance thereof will constitute a binding contract between the Jaya container Terminals Ltd and the successful bidder.

**08. PUBLIC CONTRACT ACT NO. 03 OF 1987:**

Bidders shall comply with the provisions of Public Contract Act No. 03 of 1987 and the regulations made there under. (Applicable above Rs.5million for annual estimated cost)

**09. SPECIAL CONDITIONS:**

**09.1** Each page of these conditions of contract should be initialed by the bidder and he must place his full signature in the space provided in pages 12 of the bid Document and return the document along with the bid to the Chairman, Jaya container Terminal Ltd, 69, walls lane, Colombo 15.

- 09.2**
- i.** The bidder shall complete and initial each of the pages of the Schedule of particulars.
  - ii.** A bid is liable to be rejected if the schedules of particulars and/or part **thereof** are found to be not conforming to the standard in any respect.

**10. JURISDICTION**

The bids and any contract resulting therefrom shall be governed by and construed according to Laws of the Democratic Socialist Republic of Sri Lanka.

## **SERVICE DESCRIPTION**

### **1) Duties at Colombo Oil Bank Premises**

- a) Cleaning of all wash rooms/toilets at ground floor of office building
- b) Cleaning of all wash rooms/toilets at Pump house office and Rest room
- c) Cleaning of all wash rooms/toilets at Fire Section, Engineering Worker's rest room, Security rest room, Main Security office and Customs Office
- d) Removing & transferring of all garbage bins to the nominated location (Bond Section)
- e) Cleaning and vacuum of main office building
- f) Cleaning & Sweeping at the Yard premises, Main road, office area Boiler room, Pump house, Army rest room area, Custom office area, Security and Engineering rest rooms.
- g) Any other duties assigned by the Heads of Divisions/MD/Chairman of JCT Limited
- h) To co-ordinate with CMC for dumping garbage

### **2) Duties at South Jetty of Port of Colombo**

- a) Cleaning of Wash room/Toilets at office and Rest room building
- b) Cleaning and Sweeping the premises and Jetty area
- c) Any other duties assigned by the Heads of Divisions/MD/Chairman

### **3) Duties of providing the services of making tea/coffee and serving hot and cold beverages;**

- a) Preparing and serving tea/coffee with or without milk for the employees of various divisions /sections of JCT Limited such as the office, workshop, fire & safety division, drivers, cleaning staff, security personnel etc.
- b) the above mentioned beverages' should be served every morning at 9.30am and every evening at 2.30pm .
- c) the required tea provisions will be provided by the JCT Ltd. ( eg. milk powder, sugar, tea leaves, coffee etc.)
- d) the steward may need to coordinate with the Chairman's Office, Managing Director's Office or the relevant Divisional Heads and authorities, in order to arrange the above ( food , snacks and beverages etc ), to be served at a board meeting, a special event or any other related function that may be held at the JCT Limited premises or out of JCT Limited as an event of JCT Limited.
- e) Serving tea/coffee, food, snacks and varieties of other beverages;
  - ✓ The stewards must serve the required food and beverage as per the serving standards, to the JCT Limited staff and its guests.
  - ✓ The food and beverage items should be served in appropriate temperature and in good quality by keeping up to the highest hygienic standards.

- ✓ The sitting or the area where the event takes place should be well cleaned and organized by setting up tables and any other required item/s pertaining to the event.
- ✓ Should report to work by 08.00hrs to 18.00hrs during weekdays and Saturdays and should mark the attendance using the finger print machine.
- ✓ The tea/coffee maker cum steward should wear the 'stewards' attire as displayed in annexure -1, which includes a white jacket, a black trouser with black socks and shoes.
- ✓ Should follow and adhere to guidelines provided due the COVID-19 pandemic.



**SPECIFICATIONS & REQUIREMENTS FOR PROVISION OF JANITORIAL & TEA SERVICE**

All Bidders are required to fill the schedule given below. Wherever necessary the details requested should be given in figures.

All the specifications of the offers shall be clearly filled under the column of “Bidders specification”. The offers submitted with the blank schedule or “√” marks against the specifications will not be considered at the evaluation.

**1.0 General**

/No	OUR REQUIREMENT	BIDDERS SPECIFICATION
1.01	<p><b>General Terms and condition</b> Bidders should be well reputed and have proven records to supply of janitorial services and tea service in government and private organizations in Sri Lanka.</p>	
1.02	<p>The contractor or his agent should perform the janitorial services by 6.00 hrs to 15.00 hrs during week days and by 06.00 hrs to 12.00 hrs during Saturdays.</p> <p>The contractor or his agent should perform the tea service by 08.00hrs to 18.00hrs during weekdays and Saturdays</p>	
1.03	<p>All the required cleaning materials such as disinfections (Chemicals, Detergent etc.) Brooms, mops, garbage bags, vacuum cleaner and high pressure water machine etc. to be provided by the contractor.</p>	
1.04	<p>It is a responsibility of the contractor to fill the vacant if any janitors or steward absent or leave. If the replacement is not done for more than 3 days per month 2% equivalent to monthly service charge will be deducted</p>	
1.05	<p>It is advisable to visit the site location before forwarding the offer.</p>	
1.06 1.07	<p>Age limit should be below 50 years for janitorial service. All cleaning personals and stewards should mark their attendance in Biometric finger print machine at the main gate of COB.</p>	

## 2.0 Area and duties at the premises of Colombo Oil Bank

2.01	Should have supply three (03) male and one (01) female cleaning personals at Colombo Oil Bank Premises	
2.02	Required to maintain cleanliness & hygiene at main office of Colombo Oil Bank.	
2.03	Cleaning of all wash rooms/toilets at main office building	
2.04	Required to Cleaning of all wash rooms/toilets at Pump house office and Rest room	
2.05	Required to Cleaning of all wash rooms/toilets at Fire Section, Engineering Worker's rest room, Security rest room, Main Security office, toilet complex use by SLPA, Army officers and Customs Office.	
2.06	Required to Removing & transferring of all garbage bins to the nominated location (Bond Section)	
2.07	Required to Cleaning & Sweeping at the Yard premises, Main road, office area Boiler room, Pump house rest room and office, Army rest room area, Custom office area, Security and Engineering rest rooms	
2.08	Should have capability to handle/lift & transfer the heavy duty Oil hoses & waste oil pump.	
2.09	Required to attend Engineering supporting work (masonry & carpentry works etc.) as advice by Executive Engineering	
2.10	Attending of any other duties assigned by the Heads of Divisions/MD/Chairman	
2.11	Should co-ordinate with CMC for dumping of garbage to the CMC dump truck.	

### 3.0 Area and duties at the premises of South Jetty of Port of Colombo

3.01	Should deploy one (01) male cleaning personal at South Jetty Premises	
3.02	Contractor should obtain port permits and other relevant approvals for their workers and materials.	
3.03	Required to Cleaning of Wash room/Toilets at office and Rest room buildings	
3.04	Required to Cleaning and Sweeping the premises and Jetty area	
3.05	Attending of other duties assigned by the Heads of Divisions/MD/Chairman	

### 4.0 Duties of tea services

4.01	Should deploy two (02) males as stewards for preparation and serving milk tea/plain tea for employees of various divisions of JCT Ltd in the morning and evening.	
4.02	Should strictly maintain cleanliness, hygiene etc. when preparing tea. Required to clean and sweep the canteen area.	
4.03	Should prepare and serve tea for board meetings and other meetings at JCT Limited	
4.04	The stewards should perform the services from 8.00 a.m to 18.00 p.m during week days and Saturdays.	

### 5.0 Services & agreements

5.01	The selected firm should enter in to an agreement with Jaya container Terminals Limited. The Firm shall provide janitorial service and tea service for the premises of JCT Ltd as per Terms and conditions described in agreement.	
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**6.0 Required documents & certificates**

6.01	Profile of the company	
6.02	Financial particulars (Audit report ) for last three years	
6.03	Business registration	
6.04	EPF “C” form for last 03 years	
6.05	Public contract registration (PCA 03) – applicable above Rs 5 million	

**07.0 Validity**

07.01	Offer should be valid for 60 days from the date of opening the Bid.	
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**08.0 Past records & availability of manpower**

08.01	Should give List of users among Government organizations & public companies in Sri Lanka with address and names of the contact persons with designations to be provided.	
08.02	Contractor should have minimum of past experience with 03 Nos of Government or private entities for the supply of Janitorial services during past five (5) years and supply of tea services during three (3) years in Sri Lanka. (3 entities from each service should provide) Proof documents should be attached	
08.03	Contractor should have minimum manpower at least 50 workers as to prove his capability to assign extra workers when an emergency. Proof documents should be attached.	

Signature :.....

Company Name :.....

Company Seal :.....

## SCHEDULE OF PRICE

### PROVISION OF JANITORIAL SERVICES & TEA SERVICES FOR JAYA CONTAINER TERMINALS LTD

BID Ref. No: JCT/DPC/2022/009

No.	Description		Total Amount in LKR per day
<b>01.</b>	<u><b>OIL BANK PREMISES</b></u> Per day charges for three (03) male employees and one (01) female employee inclusive of all Detergent and other material.  <b>Male: ..... x 3=</b>  <b>Female: ..... x 1=</b>	<b>In figures</b>	
		<b>In words</b>	
<b>02.</b>	<u><b>SOUTH JETTY PREMISES</b></u> Per day charge for one (01) male employee inclusive of all Detergent and other material.	<b>In figures</b>	
		<b>In words</b>	
<b>03</b>	<u><b>TEA SERVICES</b></u> Per day charge for two (02) male employees:  <b>Male: ..... x 2</b>	<b>In figures</b>	
		<b>In words</b>	
<b>05.</b>	<b>15% VAT for item 01, 02 &amp; 03</b>	<b>In figures</b>	
		<b>In words</b>	
<b>06.</b>	<b>All inclusive Total amount per day</b>	<b>In figures</b>	
		<b>In words</b>	

VAT Registration No. of the Bidder : .....

.....  
Signature of Bidder

.....  
Date:

Name & Address of Bidder:.....

.....  
Company Seal:

Telephone No. : .....

Fax No:.....

**LETTER OF ACCEPTANCE**

To: .....

Address.....

Date: .....

This is to notify you that your bid dated..... for construction and remedying defects of the -----  
----- [name of the Contract and identification number] for the Contract price of -----  
[name of currency]-----[amount in figures and words] as corrected in accordance with Instructions to  
Bidders and/ or modified by a Memorandum of Understanding , is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Commencement Date shall be: .....

The amount of Performance Security is : .....

The Performance Security shall be submitted on or before .....

Authorized Signature: .....n

Name and title of Signatory.....n

Name of Agency: .....

**FORM - A**

BID BOND

**TO:**

Jaya container Terminals Ltd  
No 69, Walls Lane  
Colombo 15  
Sri Lanka.

Sirs,  
We the undersigned Bank in order to allow M/s. ....  
..... (Name and address of the Bidder) to submit a Bid  
Proposal for the supply of .....  
..... for the **JAYA CONTAINER TERMINALS LTD** waiving  
all objections and defenses on the part of the said  
M/s.....  
.....(Name of the Bidder) or any Third Party, hereby irrevocably and  
independently guarantee to pay you on unconditionally upon receipt of first written demand and without  
reference to the tenderer an amount up to a total sum of.....

We shall effect payment to you against your statement to the effect that the bidder: -

- a. Has withdrawn his bid after the closing of tenders and before the expiry of its validity period of Sixty (60) days;
- b. Being the successful bidder has failed to enter into a written contract with the Jaya Container Terminals Ltd in accordance with the tender submitted and award made;
- c. Being the successful bidder has failed to give the bond or bonds that may be required for the faithful performance of the contract. It is fully understood that this guarantee takes effect from the date of the closing of the tender on ..... And shall remain valid for a period of Ninty (90) days thereafter and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container Terminals Ltd **AND** the Bidder.

Notwithstanding anything to the contrary, if the bidder is successful in his bid, this guarantee shall remain in full force and effect after the period of Ninty (90) days until the tenderer shall have entered into the contract and furnished the necessary Performance Bond. All claims under this guarantee must be submitted to us within Fourteen (14) working days after the expiry date.

It is understood that you will return this guarantee to us on its expiry provided that no claim is payable, but if a claim is payable, this guarantee will only be returned after settlement of the total amount claimed herein.

Dated this..... day of..... 2022....

Signature ..... in the capacity of ..... duly authorized to sign for and on behalf of .....

**FORM OF PERFORMANCE BOND**

**TO:** The Jaya container Terminal Ltd, No69, Walls lane, Colombo15

**WHEREAS:** ..... (Name of Supplier)

Hereinafter called "The Supplier" has undertaken, in pursuance of Bid No. ....  
Dated.....2022 hereinafter called "The Bid" to provide .....

(Description of Service)

**AND WHEREAS** it has been stipulated by you in the said Bid that the supplier shall furnish you with a Bank Guarantee by a reputed Bank acceptable to the Jaya Container Terminals Ltd for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Bid.

**AND WHEREAS** we the .....  
A Banking Corporation.....incorporated under the  
..... And having its  
registered..... office  
at..... in  
consideration of such undertaking as aforesaid, have agreed to give the supplier a Guarantee,  
**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier,  
up to a total of .....

(Amount of the Guarantee in Words and Figures) and we undertake to pay you, at Colombo and without reference to the supplier upon your first written demand declaring the supplier to be in default under the tender and without cavil or argument, any sum or sums within the limits of .....  
.....(Amount of the Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We specifically agree that you shall be at liberty either in one action to sue us and the said Supplier or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim that the said Supplier should be excused or proceeded against action by the first instance and the right to claim that you should recover from us a pro rata share of the amount claimed and all other rights,

benefits and privileges to which Guarantors or Sureties are/or may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Supplier, Provided however, that in case the .....Bank shall have before the said ..... extended the period of validity of the bond up to any date subsequent to the said day of .....then the preceding provisions of this clause shall stand amended and read as if the date to which the Bond is so extended had been inserted at the time where-ever in the preceding provisions of the clause the said date ..... Occurs, and this Bond shall have force accordingly.



This Guarantee is valid until the ... day of ..... 2022..

**SIGNATURE AND SEAL OF THE GUARANTORS**

.....

.....

**Date:** .....

**Address:** .....

**AGREEMENT**

**FOR PROVISION OF JANITORIAL SERVICES TO COLOMBO OIL BANK AND SOUTH JETTY AND TEA SERVICES TO COLOMBO OIL BANK**

**THIS AGREEMENT** is made on the date herein after mentioned at Colombo in the Democratic Socialist Republic of Sri Lanka Between, **JAYA CONTAINER TERMINAL LIMITED** (Company Registration No.PB 960) a limited liability company duly incorporated in Sri Lanka and having its registered address at No. 19, Church Street, Colombo 01 in the said Republic and wholly owned by the Sri Lanka Ports Authority established under Act No. 51 of 1979 (hereinafter called and referred to as “**the Client.**” which term or expression shall where the context so requires or admits, mean and include the said JAYA CONTAINER TERMINAL LIMITED, its successors and permitted assigns) of the ONE PART and

..... of ..... of the OTHER PART.

**WHEREAS** the Client desires to obtain the expertise of the Contractor for the purposes of providing the Janitorial Services and Tea services

**AND WHEREAS** the Contractor capable of providing such Janitorial Services and Tea services and agree to provide Janitorial Services and Tea services more fully described below to the location specified by the Client.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREE AS FOLLOWS:**

**DURATION**

- 1) This Agreement shall be operative for a period of one (01) year commencing from ..... Two Thousand and Twenty Two and ending on ..... Two Thousand and Twenty Three (hereinafter referred to as the “**Term**”) and renewable at the discretion of the Client.

**THE SERVICES**

- 2) The Contractor shall provide the janitorial services and tea services to the locations, instructed by the authorized officer of the Client for premises located at Colombo Oil Bank, No 69, Walls Lane Colombo 15 and Office Building at the South Jetty of the Port of Colombo. (Hereinafter referred to as the “**Premises**”).

- 3) Subject to any variations made by the Client, the Contractor shall during the Term provide a continuous and uninterrupted janitorial service and Tea service in an efficient and professional manner.
- 4) The Contractor is responsible for the cleanliness, hygiene of the said premises to the satisfaction of the Client.
- 5) The Contractor is responsible for providing the Janitorial services and tea services as per the service description attached as **Annex 1** attached hereto, shall be deemed to form and read and construed as part and parcel of this Agreement.

### **THE PERSONNEL OF THE CONTRACTOR**

- 6) The Contractor or his agent shall deploy trained and competent personnel who are capable of providing the Services in an efficient and diligent manner with due care and to the satisfaction of the Client. The age limit should be below 50 years for Janitorial service.
- 7) All cleaning personnel and stewards should mark their attendance in Biometric finger print machine at the main gate of COB and South Jetty.
- 8) The Contractor or his agent should perform the Janitorial Service by 06.00 hours to 15.00 hours during weekdays and by 06.00 hours to 12.00 hours during Saturdays. The contractor or his agent should perform the tea service by 08.00hrs to 18.00hrs during weekdays and Saturdays. However if there is no any special work, stewards may be granted permission by the authorized officer of the client to sign off after 4.30p.m.
- 9) The Contractor shall deploy One (01) female employee and Three (03) male employees for Colombo Oil Bank and One (01) male employee for South Jetty at Port to provide janitorial service. The Contractor shall two (02) males as stewards for preparation and serving milk tea/plain tea for employees of various divisions of JCT Ltd in the morning and evening.
- 10) In the event of absenteeism, additional personnel should be substituted in order to meet the requirement. If the Contractor deploy additional personnel he shall provide trained and competent personnel who are capable of providing the Services in an efficient and diligent manner with due care and to the satisfaction of the Client. If contractor fails to substitute additional person for more than 3 days per month 2% equivalent to monthly service charge will be deducted.

- 11) The Contractor shall furnish the Client with a list of all the personnel deployed for providing janitorial service and tea services together with copies of their National Identity Cards, Clearance reports from Gramaniladhari / Police on the execution of the Contract and updates such list from time to time as required. The list shall further contain information such as the name, duties, date of employment of each of such personnel, the period for which she/he is required to attend the Premises and such other information as may be requested by the Client from time to time.
- 12) The Contractor without the prior approval of the authorized officer of Client should not deploy or reassign any of the personnel assigned to such location.
- 13) The personnel employed at the said premises by the Contractor in pursuance of this contract shall be employees of the Contractor and the Contractor shall be responsible for all statutory obligations and will hold the Client indemnified and harmless against any prosecution, fine, imposition whatsoever in that respect. The contractor should provide workman compensation insurance cover to his employees prior to commencement of the work under this agreement and a copy of the insurance policy should submitted to the client at that stage.
- 14) The Contractor and personnel of the Contractor should not have any unofficial dealings with staff of the Client and vice versa.
- 15) The Contractor shall ensure that he and his employees strictly follow the Rules, Regulations enforced by Jaya Container Terminal Limited applicable to the port users whilst at the premises of the Contractor and / or performing the services and that they do not at any time cause any risk to safety of the oil terminal and annoyance or nuisance to the customers of the Client or to the servants or agents of the Client.
- 16) The Client reserves the right to request the Contractors to remove any of the Contractor personnel from the premises of No 69, walls lane Colombo 15 and the office building at South Jetty of the port of Colombo. The Contractor shall do so immediately and without dispute.
- 17) The Contractor shall be responsible for any theft and loss or damage caused by an act of misconduct or negligence committed by him or any personnel of the Contractor during the tenure of this Agreement.
- 18) The Contractor or his personnel shall not act in any manner, which is prejudicial to the image of the Client whilst providing the services.

## **PAYMENT**

- 19) The Client agrees to pay Rupees ..... (Rs. /-) +VAT per month.
- 20) The rates shall remain fixed during the term and the parties hereby agree to meet in good faith to review the rates in the event that the Government increases the minimum wages, statutory payments etc., in respect of the Contractor's personnel.
- 21) The Client agrees to pay for the invoice of the Contractor which enclosed attendance certificate issued by the Human Resource division of the Jaya Container Terminal Colombo Oil Bank confirming the satisfactory service provided to locations mentioned in the section 6 of this Agreement. The Contractor may be paid by cheque within 15 days from the date of receiving the invoice by the Client.

## **SUPPLY OF MATERIALS /GOODS /EQUIPMENTS**

- 22) All the required cleaning materials such as disinfectants, brooms, mops, garbage bags, vacuum cleaner and high pressure water machine etc. should be provided by the Contractor .
- 23) The required tea provisions such as utensils, milk powder, sugar, tea leaves, coffee etc. will be provided by the Client for the tea service.

## **LIABILITIES, WARRANTIES & INDEMNITIES**

- 24) In the event the Contractor fails to comply with the satisfactory service, the Client shall be entitled to recover the sum equivalent to 3% of the total monthly payment due from the Client to the Contractor under this Contract for each and every event of non compliance with the Service Levels as liquidated and ascertained damages and not as a penalty.
- 25) The Contractor or its employees shall have no claims whatsoever against the Client in case of injury to or the death of the employees of the Contractor and the Contractor shall indemnify and at all times hold the Client indemnified on this account.

## **TERMINATION**

- 26) If the Contractor wishes to terminate the said contract the Contractor shall give Three (3) months notice to the client thereof.

- 27) If the Client wishes to terminate the said contract the Client shall give Three (3) months notice to the Contractor thereof. However the client reserves the right to terminate the agreement with 45days notice in the event the Contractor fails to provide satisfactory service to the satisfaction of the client.
- 28) The Contractor shall vacate the premises at the termination or sooner determination of this Agreement and shall ensure that all its equipment and personnel are also vacated forthwith.

IN WITNESS WHEREOF the said JAYA CONTAINER TERMINAL LIMITED has caused its Common Seal to be affixed and ..... to these presents at the place and on the dates hereinafter mentioned.

The Common Seal of the JAYA CONTAINER TERMINAL LIMITED is hereunto affixed at Colombo on this ..... day of ..... 2022 in the presence of

Chairman  
Jaya Container Terminal Limited

and

Director  
Jaya Container Terminal Limited

**WITNESSES:**

- 1. Signature:  
Name:  
Address:

- 2. Signature:  
Name:  
Address:

Signed by the said .....at Colombo  
on this .... day of ..... 2022



**WITNESSES:**

- 1. Signature:  
Name:  
Address:
- 2. Signature:  
Name:  
Address:

## SERVICE DESCRIPTION

### JANITORIAL SERVICES

#### 1) Duties at Colombo Oil Bank Premises

- i) Cleaning of all wash rooms/toilets at ground floor of office building
- j) Cleaning of all wash rooms/toilets at Pump house office and Rest room
- k) Cleaning of all wash rooms/toilets at Fire Section, Engineering Worker's rest room, Security rest room, Main Security office and Customs Office
- l) Removing & transferring of all garbage bins to the nominated location (Bond Section)
- m) Cleaning and vacuum of main office building
- n) Cleaning & Sweeping at the Yard premises, Main road, office area Boiler room, Pump house, Army rest room area, Custom office area, Security and Engineering rest rooms.
- o) Any other duties assigned by the Heads of Divisions/MD/Chairman of JCT Limited
- p) To co-ordinate with CMC for dumping garbage

#### 2) Duties at South Jetty of Port of Colombo

- d) Cleaning of Wash room/Toilets at office and Rest room building
- e) Cleaning and Sweeping the premises and Jetty area
- f) Any other duties assigned by the Heads of Divisions/MD/Chairman

### TEA SERVICES

#### Duties of providing the services of making tea/coffee and serving hot and cold beverages;

- f) Preparing and serving tea/coffee with or without milk for the employees of various divisions /sections of JCT Limited such as the office, workshop, fire & safety division, drivers, cleaning staff, security personnel etc.
- g) the above mentioned beverages' should be served every morning at 9.30am and every evening at 2.30pm .
- h) the required tea provisions will be provided by the JCT Ltd. ( eg. Utensils, milk powder, sugar, tea leaves, coffee etc.)
- i) the steward may need to coordinate with the Chairman's Office, Managing Director's Office or the relevant Divisional Heads and authorities, in order to arrange the above ( food , snacks and beverages etc ), to be served at a board meeting, a special event or any other related function that may be held at the JCT Limited premises or out of JCT Limited as an event organize by JCT Limited.
- j) Serving tea/coffee, food, snacks and varieties of other beverages;

- ✓ The stewards must serve the required food and beverage as per the serving standards, to the JCT Limited staff and its guests.
- ✓ The food and beverage items should be served in appropriate temperature and in good quality by keeping up to the highest hygienic standards.
- ✓ The sitting or the area where the event takes place should be well cleaned and organized by setting up tables and any other required item/s pertaining to the event.
- ✓ Should report to work by 08.00hrs to 18.00hrs during weekdays and Saturdays and should mark the attendance using the finger print machine.
- ✓ The tea/coffee maker cum steward should wear the 'stewards' attire as displayed in annexure -1, which includes a white jacket, a black trouser with black socks and shoes.
- ✓ Should follow and adhere to guidelines provided due the COVID-19 pandemic and follow other guidelines announced by the Ministry of Health, Sri Lanka