



**JAYA CONTAINER TERMINALS LTD
COLOMBO OIL BANK**

BIDDING DOCUMENT

**PROVISION OF SECURITY SERVICES FOR YEAR
2023**

BID REF.NO.JCT/DPC/2022/010

**CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
JAYA CONTAINER TERMINALS LTD
69, WALLS LANE,
COLOMBO 15.**



JAYA CONTAINER TERMINALS LTD
Ministry of Ports, Shipping & Aviation

INVITATION FOR BIDS

PROVISION OF SECURITY SERVICES FOR THE YEAR 2023.

Jaya Container Terminals Limited (fully owned by Sri Lanka Ports Authority) invites sealed bids from eligible and qualified bidders, registered at the Ministry of Defense to provide security services for the premises located at the Colombo Oil Bank, No. 69, walls Lane, Colombo 15.

The bid document can be downloaded from the company website, www.jctltd.lk. or can obtain from finance division of JCT Ltd from 9.00 a.m to 3.00 p.m on week days. A non-refundable deposit of Rs.5000/- (inclusive of taxes) should be credited to the JCT Limited Acc. No.9482528, Bank of Ceylon within 04th - 21th of November 2022 and the deposit slip should be attached with the bid document. The bid should be accompanied with a Bid Security of Rupees Three Hundred Thousand (Rs. 300,000/-) which is valid for a period of 90 days from the date of opening of the bid.

The completed bid document should either be sent by registered post addressed to “The Chairman, Department Procurement Committee, Jaya Container Terminals Limited, No 69, Walls Lane, Colombo 15” or placed in the tender box which is kept at the Finance Division of JCT Limited, on or before 02.00 pm 22/11/2022. Late bids will be rejected and bids will be opened soon after closing at 02.00 pm on 22/11/2022. Pre bid meeting and site visit will be held on 15.11.2022 at 10.30 a.m. The relevant cover containing the bid should be marked as “Provision of Security Services – 2023” at the top left side corner.

**THE CHAIRMAN,
DEPARTMENT PROCUREMENT COMMITTEE,
JAYA CONTAINER TERMINALS LIMITED,
NO.69, WALLS LANE,
COLOMBO – 15.**

Contact Numbers: 2540045/6
0701327648

JAYA CONTAINER TERMINALS LTD

BIDDING FOR THE PROVISION OF SECURITY SERVICES FOR THE JAYA CONTAINER TERMINALS LTD FOR YEAR 2023

BIDNO: JCT/DPC/2022/010

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FORM OF BID

The Chairman,
Department Procurement Committee (JCT Ltd)
Jaya Container Terminals Limited

BID FOR THE PROVISION OF SECURITY SERVICES FOR THE JAYA CONTAINER TERMINALS LTD

(Ref: File No. JCT/DPC/2022/010)

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Schedules thereto, do hereby undertake to Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees.....(In figures)
.....

.....(in letters).The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

2. I/We confirm that this offer shall open for acceptance until and that it will not be withdrawn or revoked prior to that date.

3. I/We submit hereto the following documents as part of my/our bid

	Page Nos.
1. Covering letter (if any)
2. Bid Security – Form A - Instructions to Bidders.
3. Past records of supply and certificates from relevant authorities –
4. Certificate of Registration with the Registrar of Contracts (If the Bid Value exceeds Rs. 5 million)
5. Any other applicable documents.

4. I/We, understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.

5. My/Our Bank reference is as follows:.....

Date:.....

Signature of Bidder

Name of Bidder (Company Name):.....

Postal Address:.....

E-mail Address: Fax..... Telephone No.....

Bid Deposit Receipt No.....

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:

Bid document can be downloaded from the company's website 'www.jctltd.lk' or can obtain from finance division of JCT Ltd from 9.00am to 3.00pm on week days. A non-refundable deposit of Rs.5000/= (inclusive taxes) per bid may deposited to Acc.No. 9482528 (Bank of Ceylon) of JCT Ltd from 04/11/2022 to 21/11/2022.

Each Bid Document comprises:

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

03. MODE OF BID:

Bid should be submitted in duplicate. The Bid must be accompanied by a Bid Bond as per form 'A' attached, in favour of Jaya container Terminals Ltd for Rs. 300,000.00 (Three hundred thousand only) 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 bid 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)

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 security services for the Jaya Container Terminals Ltd. for year 2023 (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.

03.3 One set of bid documents must be used for making only one offer on this bid.

04. CLOSING DATE :

Bidder 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 22/11/2022. Bidders if they so desire may **deposit the Bid** in the tender box provided for the purpose at the Finance Division of the **Jaya Container Terminals Ltd, No. 69, walls Lane, Colombo15, Sri Lanka, not later than 14:00 hrs.** on 22/11/2022. 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 22/11/2022.
At the office of the Chairman - Colombo Oil Bank
No 69 Walls Lane,
Colombo 15.

05.2 Bidder 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 Bid.

07. PRICES:

- 07.1 Price shall always be entered and signed in the form “SCHEDULE OF PRICES” Contained in this Bid Document. 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. In case a bidder wishes to make more than one offer, he may make photocopies of the form “SCHEDULE OF PRICES” and use them to indicate prices for main and alternative offer. If the prices of alternative offers are not given in this manner they will be rejected.
- 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 form, as soon as possible, after the closing date of bid. Any change of address of the bidder should be promptly notified to the **Chairman, Jaya container Terminal Ltd**, No. 69, walls lane, Colombo 15, Sri Lanka.

10. PROOF OF ABILITY :

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

11. INFORMATION TO BE SENT WITH BIDS:

- Profile of the company.
- Certificate of Incorporation.
- License issued by Ministry of Defense
- License issued by Ministry of Defense as to handle Fire Arms
- A minimum of three (03) reference from entities to which similar Security & Armed Security Service were provided during last five (5) Years. At least one (01) entity out of three (3) must be a high security zone.
- EPF “C” form
- Company’s Audited financial statements for last 03 years
- Public Contact Registration (PCA -3)
- Bidders must participate for the pre bid meeting and site visits before submitting the bid document.
- Relevant information and proof document as requested in specification sheets.

Pre bid meeting and site visits have scheduled on 15.11.2022 at 10.30 am, arrange by Head of Engineering Mr.Nalin Withanapathirana (Tel.0714736928)

Bids submitted without the above information 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, FAX 2540042)**
- 14.** A Bid is liable to be rejected unless all the conditions laid down herein have been strictly fulfilled.

15. INDUCEMENTS FROM BIDDERERS

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.15 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.

17. Accepting, soliciting or offer of bribes is punishable under law and please contact following officers for any complaints or clarifications of this nature on purchases made by Jaya Container Terminals Ltd.

Chairman Tel.No. 0112527901

18. Bidders have to participate for a **pre-bid meeting** and site visit for the further clarifications or Any other inquiries, information regarding the contents of the Bidding document.
Pre-bid meeting followed by a site visit will be held at 10.30 hrs on 15.11.2022 at the Conference Room, of Colombo Oil Bank

CONDITIONS OF CONTRACT

01. MODE OF PAYMENT:

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

The personnel employed at the premises of the Client by the Contractor shall be register their finger print in the Finger print machine of JCT Limited and should mark their attendance daily in the finger print machine. Payment will be made based on the report obtained by the finger print machine.

02. PERFORMANCE BOND:

The successful Bidder shall at his cost and expense deposit with the Finance Division, Jaya container Terminals Ltd within **fourteen (14)** working days of the date of notice of award of the Bid, a Performance Bond in favour 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 a warranty period. As an alternative, to the performance Bond a cash deposit for the same amount may be made with the **Finance Division, 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 Security service **on 01.01.2023**. 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. PROOF OF ABILITY:

Bidders must be prepared to submit documents or other evidence of their ability to carry out the contract if called upon to do so by Jaya container Terminals Ltd, and other factors such as experience etc.

06. 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 of any of the acts, matters or things which are herein contained.

07. 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.

08. 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 bid and conditions of bid acceptance thereof will constitute a binding contract between the Jaya container Terminals Ltd and the successful Bidder.

09. 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.

10. SPECIAL CONDITIONS:

10.1 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 3, 14,15 of the Bid Document and return the document along with the Bid to the Chairman, Jaya container Terminal Ltd, 69, walls lane, Colombo 15.

10.2 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.

11. 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

Minimum numbers of Security personnel required for two shifts are as follows:

Day Shift (07 Hrs to 19 Hrs)

Check Point	OIC	JSO	LSO	JSO (With Firearms)
Point 01 (Main Point)	01	03	01	01
Point 03	-	01	-	01
Point 06	-	02	-	-
Office entrance	-	01	-	-
Point 08	-	02	-	-
Point 10	-	01	-	01
Point 12	-	01	-	01
TOTAL	01	11	01	04

Night Shift (19 Hrs to 07 Hrs)

Check Point	OIC	JSO	LSO	JSO (With Firearms)
Point 01 (Main Point)	01	02	-	01
Point 03	-	01	-	01
Point 06	-	02	-	-
Point 08	-	02	-	-
Point 10	-	01	-	01
Point 12	-	01	-	01
TOTAL	01	09	-	04

SPECIFICATIONS & REQUIREMENTS FOR PROVISION OF SECURITY SERVICE

All Bidders are required to fill the schedule given below. Wherever necessary the details requested should be given in figures. The details of Bidders specifications should be duly filled without merely indicating “comply”.

1.0 General

S/No	OUR REQUIREMENT	TENDERERS SPECIFICATION
1.01	<p>General: Bidders should be well reputed and have proven records for supply of security services over 15-years period in government and private organization in Sri Lanka. Proof documents should be attached</p> <p>Bidders must participate for the pre bid meeting & site visit. Date and time for the pre bid meeting and site visit has mentioned in the bid document under information as specified section 11. Bidders must participate for the pre bid meeting and site visit on scheduled date & time and will not allow for late requests.</p>	

2.0 Officer assign in day shift

2.01	01 No of Officer In Charge (OIC), 01 No of Lady Security Guard and 15 Nos of Security Guard should be allocated in day shift at the locations as per attached turret location map.	
2.02	04 Security Guards out of 15 should be Armed Guards (Armed with Fire Arms). Armed Guards must obtain relevant training from Armed Forces / Police/ reputed Government Authority or an Institute in Firearm Handling. (Relevant certificates must be attached).	

3.0 Officer assign in night shift

3.01	01 No of Officer In Charge (OIC) and 13 Nos of Security Guard should be allocated in night shift at the locations as per attached turret location map	
3.02	04 Security Guards out of 13 should be Armed Guards (Armed with Fire Arms). Armed Guards must obtain relevant training from Armed Forces / Police/ reputed Government Authority or an Institute in Firearm Handling. (Relevant certificates must be attached).	

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4.0 Services & agreements

4.01	The selected security firm should enter in to an agreement with Jaya container Terminals Limited. The Firm shall provide security service for the premises of JCT Ltd as per Terms and condition described in the agreement.	
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5.0 Required documents & certificates

5.01	Valid license issued by Ministry of Defense	
5.02	Profile of the company	
5.03	Audited Financial Statements for last three years	
5.04	Business registration	
5.05	EPF “C” forms	
5.06	Public contract registration (PCA 03) – applicable above Rs 5 million	
5.07	Valid license issued by Ministry of Defense as to handle the Firearms and relevant Firearm Licenses. (According with the Firearms Ordinances)	
5.05	Training certificates obtained for Firearm Handling. / Service Certificates of Ex-Servicemen.	
5.06	Confirmation letter from district labour office mentioning salaries for the security guards have paid according to the updated minimum wage, OT, EPF, ETF for the last 2 months	
5,07	Asset Certificate value over Rs.2,500,000 (Rs. Two million five hundred thousand) obtained within last 3 months.	

06.0 Validity

06.01	Offer should be valid for 60 days from the date of opening the tender.	
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07.0 Past records & Firefighting training

07.01	Should give a list of users among Government organizations & public companies in Sri Lanka with address and names of the contact persons with designations to be provided.	
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7.02	Contractor should have past experience of minimum 15years and should provide at least 5 Nos proof documents of Government and private bodies for supply of security services in Sri Lanka. (Proof documents must be attached)	
7.03	Contractor should have past experience for minimum 03 government or private companies for providing Security Armed guards. At least one (01) entity out of three must be a high security zone. (Proof documents must be attached.)	
7.04	All security guards must have provided with required training for handling of fire extinguishers, other firefighting equipment & sufficient training for fire rescue activities. (Proof documents must be attached)	

Signature:.....

Company Name:.....

Company Seal:.....

SCHEDULE OF PRICES

Bid No: JCT/DPC/2022/010

SUPPLY OF SECURITY SERVICES

No.	Description	Amount in LKR
01.	Per shift Rates (12 hour shift-Day shift) OIC - OIC -x 01 = LSO - x 01= SG -x 11= SG (with Firearms) -.....x 04=	Total amount; In figures In words
02.	Per shift Rates (12 hour shift-Night shift) OIC -.....x 01 = SG =x 09= SG (with Firearms) -.....x 04=	Total amount; In figures In words
03.	15% VAT & Other Applicable Taxes for item 01and 02	In figures In words
04.	All inclusive Total amount	In figures In words

VAT Registration No. of the Bidder:

.....
SIGNATURE OF THE BIDDER

.....
DATE

Name & Address of Bidder :.....
 :.....

Telephone No. : Fax No:.....

Company Seal

LETTER OF ACCEPTANCE OF THE BID

Dear Sir/Sirs,

**BID FOR THE PROVISION OF SECURITY SERVICES FOR THE JAYA
CONTAINER TERMINALS LTD FOR YEAR 2023**

Reference your offer no. Dated..... Submitted
M/s..... for the supply of the above.

We are pleased to inform you that we have decided to award this Bid to you for the supply of Security services at a monthly service charge ofsubject to submission of a Performance Bond equivalent to 10% of the monthly fees, in terms of clause 2 of the Conditions of Contract of the Bid.

Performance Bond in the format attached shall remain valid up to to cover the contract period requested.

Please be good enough to submit us the performance Bond within.....days of this letter to enable us to enter into a contract Principals/issue a purchase order.

Yours faithfully,
JAYACONTAINER TERMINALS LTD

.....
CHAIRMAN

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 Bids 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 bid 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 bid on And shall remain valid for a period of Ninety (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 Ninety (90) days until the Bidder 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..... 202....

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

FORM B

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.....2023 hereinafter called "The Tender" 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 ofthen 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 2024..

SIGNATURE AND SEAL OF THE GUARANTORS

.....

.....

Date:

Address:

.....

.....

**BID FOR THE PROVISION OF SECURITY SERVICES FOR THE JAYA
CONTAINER TERMINALS LTD FOR YEAR 2023**

FORM OF AGREEMENT

**FOR PROVIDING SECURITY SERVICES FOR
THE COLOMBO OIL BANK FOR YEAR 2023**

This Agreement is made and entered on this day of December Two Thousand and Twenty Two at Colombo in the Democratic Socialist Republic of Sri Lanka..... of the ONE PART and

JAYA CONTAINER TERMINALS LIMITED (PB 960) , a Company duly incorporated in the said Republic and wholly owned by the Sri Lanka Ports Authority established under Act No. 51 of 1979 bearing registration No PB 960 and having its registered address at No. 19, Church Street, Colombo 01, (hereinafter called and referred to as **“the Client”** which term or expression shall where the context so requires or admits, mean and include the JAYA CONTAINER TERMINALS LIMITED, its successors and permitted assigns) of the OTHER PART.

WHEREAS the Client desires to obtain the services of the Contractor for the purpose of providing security Services for the Colombo Oil Bank at No. 69, Walls Lane, Colombo 15 owned by Sri Lanka Ports Authority and manage by the Client.

AND WHEREAS the Contractor capable of providing such Security Services and agrees to provide Security Services more fully described herein to the Colombo Oil Bank at No. 69, Walls Lane, Colombo 15 to the satisfaction of the Client.

NOW THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

DURATION

- 1) This Agreement shall be operative for a period of one (01) year commencing from 01st January Two Thousand and Twenty Three and ending on 31st day of December Two Thousand and Twenty Three (hereinafter referred to as the **“Term”**) and renewable on mutually agreed term and condition.

THIS SERVICES

- 2) The Contractor shall provide security services for the premises located at Colombo Oil Bank, No. 69, Walls Lane, Colombo 15. (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 security service in an efficient and professional manner.

- 4) The Contractor is responsible for the protection and safeguarding of movable and immovable properties at Colombo Oil Bank, No. 69, Walls Lane, Colombo 15 owned by Sri Lanka Ports Authority to the satisfaction of the Client.
- 5) The Contractor shall provide the Services to protect and safeguard all marine bunker fuel and marine lubricant etc. stored in tanks, warehouses, yards etc. at the Colombo Oil Bank.
- 6) The Contractor further agrees to provide following Services to the premises at the Colombo Oil Bank of the Client.
 - i). To provide security at gates, yards, warehouses, turrets etc within the premises.
 - ii). To check vehicles and persons entering / leaving the Colombo Oil Bank premises
 - iii). To ensure safety of movement of vehicles at the entrance, exit gates and within the premises etc.
 - iv). To ensure access control to the premises by issuing visitors passes.
 - v). To prevent all crimes, offences, breaches of law, nuisance affecting property and persons.
 - vi). To apprehend disorderly and suspicious persons within the premises.
 - vii). To maintain relevant record books / log entries etc.
 - viii). To check and satisfy that the bunker fuel in the bowsers and marine lubricants in trucks are taken as per the details of product and quantity indicated in dully authorized gate passes.
 - ix). To permit removing any item / material owned by Jaya Container Terminals Limited /Sri Lanka Ports Authority out of premises only after verifying the gate pass issued by an authorized officer such as Head of Division.
 - x). To prevent any employee leaving the Oil Bank premises whilst on duty other than for an official purpose which should be authorized by a Head of Division.
 - xi). To prevent pool vehicle of the company leaving the premises without an authorization note.
 - xii). To keep keys of the company and issue only to persons authorized by Head of Division.
 - xiii). To prevent and control fire within the premises and along the pipelines.

- xiv). To escort technical staff when a repair is taken place in the pipeline from Oil Bank premises to the port of Colombo.
- xv). To assist in implementation of emergency plan of the Colombo Oil Bank.
- xvi). To update / provide information to the management of the Colombo Oil Bank with regard to any incident / situation / persons which would disturb the security of the premises.

THE PERSONNEL OF THE CONTRACTOR

- 7) The Contractor should provide 24 hrs security service during day (0700 am – 0700 pm) and night (0700 pm – 0700 am) shifts 07 days of the week without delay / absenteeism during the year including all holidays. (Public holidays, Poya days, Mercantile holidays, Statuary holidays)
- 8) The Contractor should deploy required number of security officers as per Annex “A” hereto and it shall be read and construed as an integral part of this agreement.
- 9) The Contractor should deploy security officers below age of 55 years and should not deploy more than 24hrs working period.
- 10) The Contractor should ensure that all security officers are marking their attendance (duty on & off) in the finger print machine of Colombo Oil Bank.
- 11) The Contractor shall provide trained and competent personnel who are capable to handle weapons and conversant with communication equipments in diligent manner with due care and to the satisfaction of the Client.
- 12) In the event of absenteeism, the required personnel should be substituted in order to meet the requirement of the client with due notice to Client.
- 13) If Contractor deploys personnel in place of absent cadre 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.
- 14) The Contractor shall furnish the Client with a list of all the security officers deployed within its premises together with copies of their National Identity Cards, Clearance reports (Grama Niladhari / Police) if requested by the Client on the execution of the Contract and update such list from time to time as required. The list shall further contain information such as the name, assigned responsibilities date of employment of each of such personnel; the period for which she / he required to attend to the work in the Premises and such other information as may be requested by the Client from time to time.

- 15) The Contractor without the prior approval of the authorized officer of Client should not deploy or reassign any of the personnel earlier assigned and removed from the premises due to any misconduct or other allegations.
- 16) The personnel employed at the premises of the Client by the Contractor in pursuance of this contract shall be employees of the Contractor and the Contractor shall be responsible for all statutory obligations in regard to its personnel including that of payment of Employees 'Provident Fund contributions, Employees' Trust Fund Contributions, compliance with Wages Boards order's and regulations, Workmen's Compensation etc., 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.
- 17) The Contractor should ensure that all security officers are wearing uniforms and shoes in proper way.
- 18) The Contractor and personnel of the Contractor should not have any unofficial dealings with the Client's staff and vice versa.
- 19) The Contractor shall ensure that he and his employees strictly follow the Rules, Regulations and code of discipline applicable to the employees of the Client whilst at the premises of the Contractor and / or performing the services and that they do not at any time cause any annoyance or nuisance to the customers of the Client or to the servants or agents of the Client.
- 20) The Client reserves the right to request the Contractor to remove any personnel of the Contractor from the premises of the Client on providing adequate reasons for such removal to the Contractor on being informed as aforesaid shall do so within the view of such notification and without dispute.
- 21) The Contractor shall be responsible for any theft 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.
- 22) The Contractor or its personnel shall not act in any manner, which is prejudice to the image of the Client whilst providing the services.

PAYMENT

- 23) The Client agrees to pay the Contractor Rs.per day () for both shift (17 officers for a day shift and 14 officers for night shift) for the provision of the services which amount may be paid by a cheque within 15 day from the date of receiving

the invoice. If the client delay beyond the due date as given above or refrain from paying, 1% interest shall be charged per month until total is settled.

- 24) 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.

LIABILITIES, WARRANTIES & INDEMNITIES

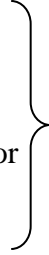
- 25) In the event Contractor fails to comply with the satisfactory service, the Client shall be entitled to recover a sum equivalent to 1% of the total monthly payment due from the Client to the Contractor under this Contractor for each and every event of non-compliance with the Service Levels as liquidated and ascertained damages and not as a penalty. However the above shall apply only if notice of the unsatisfactory service is promptly given in writing to the contractor.
- 26) The Contractor or its employees shall have no claims whatsoever against the Client in case of injury or death of the employees of the Contractor and the Contractor shall indemnify and at all times hold the Client indemnified on this account. However if such injury or death is caused due to the gross negligence of the client the contractor is entitled to claim for compensation from client.

TERMINATION

- 27) Either party may terminate the agreement at any time by giving Three (03) month's notice to the other party. However the client reserves the right to terminate the agreement with 45 days 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 parties have set their respective Common Seals to this and another of the same tenor at Colombo

The Common Seal of the JAYA CONTAINER TERMINALS LIMITED is hereunto affixed at Colombo on this day of December 2022 in the presence of Chairman and Managing Director who do hereby attest the sealing thereof.



Chairman
Jaya Container Terminals Limited

and

Managing Director
Jaya Container Terminals Limited

WITNESSES:

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

The Common Seal of the is hereunto affixed at Colombo on this day of December 2022 in the presence of and who do hereby attest the sealing thereof



and

WITNESSES:

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

Annexure "A"

Day Shift

Officer In-Charge (OIC)	X	01
Security Guard*	X	15
Lady Security Officer (LSO)	X	<u>01</u>
Total		17

*04 Security Guards with fire arms

Night Shift

Officer In-Charge (OIC)	X	01
Security Guard*	X	<u>13</u>
Total		14

*04 Security Guards with fire arms

