



HDFC BANK OF SRI LANKA

BIDDING DOCUMENT
Provision of Out Sourcing Services for
Security Service at the
HDFC BANK OF SRI LANKA – 2024/2025 [02 years]
CONTRACT NUMBER
HDFC/SER/2023/12/01

Assistant General Manager-Administration
HDF Bank of Sri Lanka
P O Box 2085
Colombo 02

**Provision of Out Sourcing Services for
Security Service at the
HDFC BANK OF SRI LANKA – 2024/2025 [02 years]**

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HDFC BANK OF SRI LANKA

PROCUREMENT NOTICE

INVITATION FOR BIDS FOR SECURITY SERVICE OF THE HDFC BANK FOR 02 YEARS CONTRACT 2024 & 2025

1. The Chairman of the Procurement Committee of the HDFC Bank is invited sealed Bids from firms who are registered under Defense Ministry for providing Security Service to the HDFC Bank Head Office & island wide 43 locations. [Please see Table I for locations]
2. Bidding documents could be downloaded from Bank web site (<http://www.hdfc.lk>) free of charge from 18-12-2023 to 08-01-2024. If any clarification is needed on bidding documents, bidders may contact Manager- Administration via 0701255768.
3. A Pre-Bid meeting will be held on 29th December 2023 at 11.30 a.m. at 2nd Floor, Administration Division.
4. Sealed Bids should be addressed to the below mentioned address and should be sent by registered post or deposited into the Tender Box at the Mail Division, HDFC Bank, Head Office on or before 2.00 p m on 09th January 2024. Envelope containing the bids should be marked “Bids for the Security Service - 2024 / 2025” on the top left hand corner.
5. Amount of the Bid Bond is given in the bid document.
6. Quotations will be opened in the presence of the bidder or bidder’s representatives on 09th January 2024 at 2.00 p.m. at the 2nd Floor, Administration Division, HDFC Bank, Colombo 02. Late bids will be rejected.

Assistant General Manager – Administration
HDFC Bank
P O Box 2085
Colombo 02.

SECTION I

GENERAL INFORMATION



HDFC BANK OF SRI LANKA

PROVISION OF OUT SOURCING SERVICES FOR

SECURITY SERVICE – 2024/2025 [02 years]

CONTRACT NUMBER: HDFC/SER/2023/10/01

The Procurement Committee on behalf of the HDFC Bank of Sri Lanka [HDFC] invites sealed bids from Security Companies, who are registered with the Ministry of Defense, to provide security services at the HDFC Bank Sri Lanka.

1. It is obligatory on the part of the Bidder to satisfy himself before submitting the bid, and assure the capability of providing the Services as required.
2. The Bidder should include all the Services proposed to be supplied with a general description about the Services. The taxes should be indicated in the said priced Form of Bid. Refer attached specimen Form of Bid.
3. The Bid shall be valid for a period of three months from the date of closing of Bid.
4. **Bid Bond**
All bidders shall furnish a Bid Bond which is valid for 91 calendar days from the date of closing of bid along with their Bids. The Bid bond shall be a Bid Guaranty to the value of **Rs. 100,000.00** by an acceptable Bank Guarantee from a recognized bank in Sri Lanka payable to HDFC Bank of Sri Lanka. (Specimen form for Bank Guarantee is attached).
5. Interested bidder may obtain further information from the Assistant General Manager- Administration of the HDFC Bank Sri Lanka via e-mail nimali.b@hdfc.lk or T.P. 0701255768.
6. Bid marked as “**Provision of Outsourcing Services for Security Services for the HDFC Bank of Sri Lanka – 2024/2025**” on the top left corner of the envelope should be sent it by registered post to the address given below to reach or deposited in the Tender Box kept at the Mail Unit, Head Office, HDFC Bank on or before 2.00 p.m. on 09-01-2024. Late bids will not be accepted.
7. Bids will be opened at the 02nd Floor, Administration Division of the HDFC Bank soon after closing the time and the date of the bids in the presence of the bidders or their representatives who choose to attend.

AGM – Administration
Administration Division
HDFC Bank
P O Box 2085
Colombo 02

Section II

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 Section VII – Employer’s Requirements. The name and identification number of the Contract is provided in the Bidding Data Sheet.
 - 1.2 The successful Bidder will be expected to provide the services for the Contract Period given in the Bidding Data Sheet (Section IV).
- 2. Qualification and Experience of the Bidder**
 - 2.1 All bidders shall provide properly filled and signed Form of Bid given in the Section V - Bidding Forms and Evaluation and Qualification in the Section VI.
 - 2.2 All bidders shall include the information and documents with their bids as stated in the Bidding Data Sheet
- 3. Cost of Bidding**
 - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, including visits the Sites of required Services, and the Employer will in no case be responsible or liable for those costs.
- 4. Site Visit**
 - 4.1 The Bidder shall 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 in to 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 Documents** 5.1 The set of bidding documents comprises with the documents listed below:
- Section I. Invitation for Bid
 - Section II Instructions to Bidders
 - Section III Conditions of Contract
 - Section IV Bidding Data
 - Section V Bidding Forms
 - Section VI Evaluation and Qualification
 - Section VII Employer's Requirements
 - Section VIII Contract Data
6. **Clarification of Bidding Documents** 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.
- ## **C. Preparation of Bids**
7. **Language of Bid** 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. **Documents Comprising the Bid** 8.1 The Bidder shall submit in the sealed envelopes.
- 8.2 Envelopes/covers shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data; and
 - (b) mention the contract number as defined in Bidding Data.
9. **Bid Prices** 9.1 The Contract shall be for the Services, as described in the Section VII - Employer's Requirements. The method of calculation of the cost of salary should be given.

9.2 The Bidder shall submit the daily attendance of the Employees monthly. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

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

10. Currency of Bid and Payment

10.1 All prices quoted by the Bidder shall be in Sri Lankan Rupees.

11. Bid Validity

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

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

12. Bid Security

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

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

- 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.
- 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).
- 12.5 The Bid Security may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity,
 - (b) if the Bidder does not accept the correction of the Bidprice, 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).

**13. Format and
Signing of Bid**

- 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
- 13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bids

- 14.1 The envelope prepared in accordance with sub-clause 8.2 and
- 14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for submission of Bids

- 15.1 Bids shall be delivered to the Employer at the address specified in the Invitation for Bid no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bid

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be rejected.

E. Bid Opening and Evaluation

- 17. Bid Opening** 17.1 The bids will open in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation for Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 18. Clarification of Bids** 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Price 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
- 19. Examination of Bids and Determination of Responsiveness** 19.1 Prior to the detailed evaluation of bids, using the information provided, 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.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

20. Evaluation of Qualification and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 Before evaluating the Bid, the Employer will determine whether the Bid is signed properly. **If the Bid is not signed properly it will be rejected at this stage.**

The Employer evaluates the Bid on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria.

20.3 During the evaluation of Bid, the Employer will determine whether the Bidders are qualified and whether the service is substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors out lined in the Bidding Data.

21. Evaluation of Financial Qualifications

21.1 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 22;
- c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers; and
- d) applying any discounts offered by the Bidder.

21.2 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.

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:

22. Correction of Errors

- (a) 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;
- (b) if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

F. Award of Contract

23. **Award Criteria** 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been substantially responsive to the bidding documents.

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

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's

**25. Notification of
Award and
Signing of
Agreement**

25.1 The Bidder who's 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 Conditions of Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

**26. Performance
Security**

26.1 If requested in the Bidding Data, within 14 Days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount [05% of the total contract sum] 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 Conditions of Contract

Section III

CONDITIONS OF CONTRACT (CC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Price Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of the Bid;
- (b) “Contract Period” means the period the Services to be provided by the Service Provider as certified by the Employer;
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 (under the Conditions of Contract);
- (e) “Employer” means the party who employs the Service Provider;
- (f) “Party” means the Employer or the Service Provider, as the case maybe, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer.
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer.
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Employer’s Requirements and Bills of Quantities included in the Service Provider’s Bid.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 1.3 Language** This Contract has been executed in English Language.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location** The Services shall be performed at such locations as are specified in 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 fourteen (14) days after the date the Contract becomes effective, or at such other date as maybe specified in the Contract Data.
- 2.3 Contract Period** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall provide the Service up to the satisfaction of the Employer throughout the period as specified in the Contract Data under Contract Period.

2.4 Force Majeure

2.4.1 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.

2.4.2 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.

2.4.3 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to be paid for such period under the terms of this Contract, as well as to be reimbursed for additional costs incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5 Termination

2.5.1

By the Employer

The Employer may terminate this Contract, by not less than seven (07) 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 2.5.1 and twenty-eight (28) days’ in the case of the event referred to in (f):

- (a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within seven (07) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider did not provide the Service completely for a period of 3 days;

- (c) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.4;
- (d) if the Service Provider become insolvent or bankrupt;
- (e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) Days; or
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

If the Contract has been terminated by the Employer under any of one reason given under (a) to (d) above the Performance Security may be forfeited by the Employer.

**2.5.2
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 2.5.2:

- (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 8 within sixty (60) 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 sixty (60) days.
- (c) if the Service Provider, in its sole discretion, decides to terminate this Contract without 3 months' notice.

If the Contract has been terminated by the Service Provider under reason (c) above the Performance Security may be forfeited by the Employer.

**2.5.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, 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;

3. Obligations of the Service Provider

3.1 General

- (a) The Service Provider shall perform the Services in accordance with the Employer's Requirements and the Bills of Quantities, 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.
- (b) The Service Provider 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 third parties.
- (c) The Service Provider is not allowed for entering into subcontract for whole or any part of the Service.

3.2 Confidentiality

The Service Provider and his personnel 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

Operation without the prior written consent of the employer.

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

- (a) changing the Program of activities; and
- (b) any other action that may be specified in the Contract Data.

3.4 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance and in an amount equal to the amount as given in Contract Data. The Performance Security shall be issued in an amount and form and by a bank approved by the Central Bank of Sri Lanka. The performance Security shall be valid until a date 28 days from the end of the Contract Period.

4. Service Provider's Personnel

4.1 Description of Personnel

The names, addresses, identity card numbers, job descriptions, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Personnel should be submitted to the Employer within seven (07) Days of signing the Agreement.

4.2 Removal and/or Replacement of Personnel

- (a) In case of replacement of personnel or engaging new personnel the Service Provider should acknowledge the Employer with all relevant details given under clause 4.1 before replacement or engaging.
- (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 Service Provider shall be provided assistance and exemptions as specified in the Contract Data if any.

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.

6. Payments to the Service Provider

- 6.1 Monthly Remuneration** The Service Provider's monthly remuneration shall not exceed the total amount per month as given in the Price Schedule. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 6.3.
- 6.2 Contract Price** The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional Services, a breakdown should be agreed upon by both Parties, based on Services in similar nature in the Section VII – Employer's Requirements.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule stated in the Section VIII - 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**
- (a) The Employer shall give notice to the Service Provider of any Defects at any time of the Service.
 - (b) Every time notice of a Defect is given; the Service Provider shall correct the notified Defect as soon as possible.
 - (c) If the Service Provider has not corrected Defects, the Employer will assess the percentage of lack of performance at the monthly review meetings as described under Section VII – Employer's Requirements and the monthly remuneration shall be calculated accordingly.

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

- (a) 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 8.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No. 11 of 1995.
- (b) The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause (c) below.
- (c) 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 IV

Bidding Data

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
(1.1)	The Employer is the General Manager/CEO, HDFC Bank of Sri Lanka.
	The name and identification number of the Contract is: Subject: PROVISION OF OUT SOURCING SERVICES FOR SECURITY SERVICES AT THE HDFC Bank of SRI LANKA – 2024/2025 [02 years]
	Contract No.: HDFC/SER/2023/12/01
(1.2)	The Intended Contract Period is two [02] years from the Start Date
(2.2)	<p>The information required from bidders in Sub-Clause 2.2 is:</p> <p>Bidders are required to submit the following information.</p> <ul style="list-style-type: none"> • Certified copy of the Business Registration. • Experience in providing a similar service of worth at least Rs. 25 million within the last three [03] years. Information shall be furnished using the Form given in Section VI, Schedule A. The experiences should be proved by submitting copies of awarding letters for the last five years. • Certified copy of the License issued by the Ministry of Defense authorizing the bidder to provide security services. If the license is to be renewed annually, renewed license for the year 2024/2025 to be submitted. • Document authorizing the signatory of the bid for organizations other than sole proprietor. • List of Ongoing contracts in the format given in Section VI. Schedule D • Client reference in the format given in Section VI, Schedule C. Every reference should be proved by a copy of the letter from the client. It will not be considered for evaluation if the document proof is not submitted. • Proof for paying EPF & ETF for at least 500 employees for the last one year (It should be certified by the Department of Labour). • The present labour force of the firm (Number of employees presently working at the firm). • Certified copies of Audited Financial Accounts for the last three years. • Details of Bankers. • The breakdown of the proposed salary to be paid by the bidder.

Clause Reference	Amendments or Supplements to, Clauses in the Instructions to Bidders
	<ul style="list-style-type: none"> Administrative structure of Organization with key staff details.
	<p>The address for clarifications is:</p> <p>AGM - Administration HDFC Bank of Sri Lanka, (T. P. 0701255768) (E-Mail nimali.b@hdfc.lk)</p>
(11.1)	The period of Bid validity shall be 90 Days from the closing date.
(12.1)	The amount of Bid Security shall be Rs. 100,000.00
	The bid security issued by a commercial bank registered with the Central Bank of Sri Lanka in favour of the General Manager/CEO, HDFC Bank of Sri Lanka using the format given in Section V and it should be valid for 90 days from the closing date.
(14.2)	<p>The Employer's address for the purpose of Bid submission is</p> <p>AGM - Administration HDFC Bank of Sri Lanka P O Box 2085 Colombo 02.</p>
	<p>For identification of the bid, the envelopes should indicate:</p> <p>Contract: "Provision of Out Sourcing Services for Security Service at the HDFC Bank of Sri Lanka - 2024/2025" Bid /Contract Number: HDFC/SER/2023/12/01</p>
(15.1)	The deadline for submission of bids shall be on or before 2:00 p.m. on 09-01-2024.
(17.1)	<p>Bids will be opened immediately after the closing time & dates at the following address.</p> <p>Administration Division 02nd Floor HDFC Bank P O Box 2085 Colombo 02</p>
(20.3)	<p>Criteria for Evaluation Bids:</p> <p>The details of criteria for evaluation of bids are given Section VI</p>
(26.0)	The Performance Security shall be 5% percent of the Initial Contract Price and issued by a commercial bank registered with the Central Bank of Sri Lanka in favour of the General Manager/CEO, HDFC Bank of Sri Lanka using the format given in Section V.

Section V
BIDDING FORMS
[a] Form of Bid

.....[date]

To: General Manager/CEO
HDFC Bank of Sri Lanka
P O Box 2085
Colombo 02.

Having examined the bidding documents, we offer to provide the Security Services for the HDFC Bank of Sri Lanka- 2024/2025 [02 years] Contract No. HDFC/SER/2023/SEP/01 in accordance with the Conditions of Contract, Contract Data, and Employer's Requirements accompanying this Bid for the Contract Price of Rs. [amount in figures], (Rupees
.....) [amount in words] or any other sum derived in accordance with the said documents.

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

III.I/We attach hereto the following documents as part of my/our Bid.

- 1) Documentary evidence to establish qualifications for the performance of the contract as specified.
- 2) Documentary evidence for last 03 years 'experience in similar contracts worth of at least Rs. 25 million.
- 3) Client's references
- 4) Evidence for ongoing contracts
- 5) Bid Security
- 6) Priced Form of Quotation
- 7) Price Schedule
- 6) Financial Statements for last 2 years' period.
- 7) Statutory payments for last 12 months

IV.I/We understand that,

- 1) Where there is a discrepancy between,
The amounts in figures and in words, the amounts in word will govern.
- 2) Where the adjusted price is lower than the Bided Price given in the Form of Bid, the adjusted figure will be the bid price.

V. I/We undertake to submit a Performance Bond as specified if the proposal is accepted by the HDFC Bank.

- 1) 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 thereof.
- 2) I/We undertake to adhere to the attached manning, material and equipment schedules.
- 3) My/Our Bank Reference is as follows:

Signature of Bidder :

Name of Bidder :

Address :

Telephone :

Date :

Witness 1

Signature :

Name :

Address :

NIC No. :

Witness 2

Signature :

Name :

Address :

NIC No. :

[b] 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 22,

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 119 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 Seal

Witness
.....

[Signature, name, and address]

[c] 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 Contractor 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 after 30 days from the end of Contract Period as specified in the Contract Data.

Signature and seal of the Guarantor

Name of Bank

Address

.....

.....

Date

Section VI

[a] Evaluation and Qualification Criteria

This Section compliments the Instruction to Bidders. It contains the criteria that the Employer uses to evaluate a bid and determine whether a Bidder has the required qualifications.

The bidders will be evaluated using the following criteria

1. Compliance with the requirements & all other conditions mentioned in the bidding document.
2. The Bidder should be a registered business entity in Sri Lanka
3. The Bidder should be authorized by the Ministry of Defense for providing security services (active authorization).
4. Signatory of the bid should be duly authorized. Copy of the Board Resolution or Power of Attorney for organizations other than sole proprietor should be submitted along with the bid.
5. The bidder should meet the minimum wage requirement of the Government of Sri Lanka.
6. As per the clause **No. 07 – Insurance** of the Contract Agreement, a copy of the adequate valid Insurance Cover should be submitted with the bidding document.
7. The Employer shall evaluate all bids received considering criteria subject to the evaluation to identify the best service provider.

8. Post Qualification Requirements;

In accordance with ITB Sub-Clause 20.3, the Employer shall carry out the post qualification of the Bidder using only the requirements specified in this section.

8.1 Criteria and marking scheme

	Experience	Marks allocated	Minimum Required
1	Years of experience in providing security service. [3 mark for a year]	15	11.25 [75%]
2	Experience in providing a similar service of worth at least Rs. 25 million within the last 3 years. [5 marks allocated for a one contract]	25	18.75 [75%]
3	Satisfactory Client's references. [1] 2 marks - each government/private institutions - maximum 10 marks [2] 3 marks - each government/private banks - maximum 15 marks	[1] 10	[1] 7.5 [75%]
		[2] 15	[2] 11.25 [75%]
4	No. of ongoing contract for the year 2023/2024 [5 marks for each ongoing contract]	25	18.75 [75%]
5	statutory payments such as ETF, and EPF for at least of 500 employees monthly for the last 12 months [No marks allocated for less than 500 employees]	10	7.5 [75%]
	Total	100	75

Bids will be rejected as non-responsive if documentary evidences in proof for above have not been provided.

[b] Qualification Information

Notes on Form of Qualification Information

The information to be filled by bidders in the following pages will be used for purposes of bid valuation as described in the Instructions to Bidders. Attach additional pages as necessary.

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

Description	Bidder's Qualification
Business Registration or Company Registration name	
Registration number	
Approval letter from the Ministry of Defense	
Specialty	
VAT Registration Number	
Legal status (public company / Private Company/ partnership/Sole proprietor)	
Company Registration No for EPF	
Company Registration No for ETF	
No of employees contributing for EPF &ETF under your firm (provide last 12 months statistics)	
Experience and any other qualifications(Please use a separate sheet, if the space provided is insufficient)	
Authentication signatory	

Signature of the Bidder :.....

Date :.....

* Certified copies of the documents in respect of the company registration, VAT registration certificate, one year receipts of the payment to the Employees Provident Fund, Trust Fund. Certificates proving service experience and documents proving the enough workforce should be annexed to the bid application.

Schedule A – Last three years' Experience in Similar Assignments

Every assignment should be proved by a relevant document and if not attached, will not be considered for evaluation.

Period	Employer (Name and Address)	No. of Security Guards Deployed	Amount per Month (Rs. Mn)	Folio No. in the bidding document

Schedule B – Key Staff

Bidder should provide details on number of Security Guards to be allocated per shift as given in Section VII.

1. Site Organization (Provide details of supervisory staff, their responsibilities, authorities, duties etc.)

Schedule C - Client's Reference

Provide a list of Client Reference in below table. Every reference should be provided by a copy of the letter from the client and if not attached, will not considered for evaluation.

Client Reference	Address	Contact Person	Contact No.	Period of Contract	Annual Contract Value Rs.	Folio No. in the bidding document

Note : Please attach additional sheet, if needed

Section VII

Employment Requirements

[A] Description of the Services and other conditions

1.1 Scope of the work

1. The Service Provider should ensure the security of all property belonging to HDFC Bank of Sri Lanka.
2. Duties and responsibilities are well defined under the Item 02 of the contract agreement.
3. The AGM - Administration will determine the additional and removal of security points and security personnel required above the approved number if and when necessary depending on the needs of the Bank.
4. All the staff engaged by the Bidder should be properly attired in Uniforms while on duty.
5. All the staff on duty should be provided with rain -coats, torches and other apparels by the Bidder when and where necessary.
6. The Bank reserves the right to request the withdrawal of any person on duty without assigning reasons.
7. Only the matured, trained and experienced personal should be employed for duty at the Bank.
8. The staff employed on duty shall comply with the instructions issued by the Bank.
9. Specially the staff on duty should be alert with security matters and well conversant with firefighting, first-aid and use of communication equipment and ~~the~~ modern security equipment.
10. The staff engaged by the Bidder for duty in the Bank should report to the AGM - Administration.
11. The security services should be provided round the clock and required number of OIC /Guards should be employed for each shift and must be limited to a maximum of 24 hrs. **The failure to do so will result in the deductions from monthly settlement of bills.**
12. OIC's should carry out visits to each security point twice a week.
13. Bidders should submit the monthly bill for performing services as per the detail in the Employer's Requirements Section VII.

14. Number of security guards required;

Head Office	Day time (07.00 am - 19.00 pm)	Night time (19.00 pm - 07.00 am)	Total
Male Security Officer - Main Door	01	01	02
05 th Floor	01		01
Branches - 39			
Male - JSO for 38 branches	38	16	54
Lady - JSO - Colombo Branch	01		01
Other Sites - Male JSO			
Minuwangoda site	01	01	02
Kakulawala site	01		01
Gangodawila Stores	01	01	02
BMC - Property [JSO]	01	01	02
No. of JSO	45	20	65
Officer in Charge	01	01	02
Grand Total	46	21	67

15. At present, only 16 branches have night shift and hope to deploy it to other branches in the future. Selected Security Company should be able to fulfill this requirement at a short notice of the Bank.
16. Minimum number of security guards required is 65 with two [02] Officer in Charge for the BMC property. Bidders should inspect the buildings and area where the service should be provided.
17. Bidders are **not allowed to decrease the number of security guards mentioned under 14 above.**
18. Security guards - should be in **good health condition, well discipline a n d** should be between the ages **of 25 years to 55 years with good language literacy.**
[Sinhala/Tamil and English is an added qualification]
19. OIC - Should have experience in similar assignments and ability to manage Work force etc.,
20. If a particular security guard is found to be below 25 years or over 55 years or is not in good health condition, the Employer has the right to order to replace the particular security guards. In such situation is binding and the Service Provider should take immediate actions to replace him or her.
21. The Employer will not bear any responsibility for payments of EPF and ETF to Service Provider's security guards and the Service Provider should take all the responsibilities and actions to pay EPF and ETF according to laborer regulations.

Details given above are only approximations provided to get an initial idea about the service to be provided.

1.2 Schedule of payment

- Payments will be made on monthly basis. Monthly bill should be submitted by the Service provider according to the **actual work done** based on above information within the 10 working days of the subsequent month.
- If the Service Provider does not give satisfactory service and considering number of complaints received from branches or from Divisions at HDFC Bank Head Office, for consecutive three months, the Employer has the right to terminate the contract under the clause 2.5.1 of Conditions of Contract.

[B] PRICED FORM OF QUOTATION

Assistant General Manager - Administration
HDFC Bank of Sri Lanka
P O Box 2085
Sir Chiththampalam A Gardiner Mawatha
Colombo 02.

BID FOR SECURITY SERVICES 2024/2025 [02 years), HDFC BANK OF SRI LANKA, P O BOX 2085, SIR CHITHTHAMPALAM A GARDINER MAWATHA, COLOMBO 02.

I/We of having examined the HDFC Bank Head Office premises at the above address and HDFC Bank branch locations mentioned in the Table I annexed herewith and fully acquainted myself/ourselves with the contents of the Bid Documents for Security Services, thereto, do hereby undertake to supply Security Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions, for a Total Bid Price of Rs..... (Rupees.....).

The makeup of the aforesaid Total Bid Price is given in the 'Price Schedule' accompanied.

Signature of bidder : Common Seal

Name of Bidder :

Address :

.....

..... Date :

.....

Witness 1:

Witness 2:

Signature :

Signature :

Name :

Name :

NIC :

NIC :

[C] PRICE SCHEDULE 2024/2025 [02 years]

FOR THE YEAR 01-03-2024 – 28-02-2025							
	12 Hrs Shift (Without Weapon) [Rs.]	366 days per person per 12 hr shift [without VAT] [Rs.]	No of Persons	Total Cost per 12 hr shift [without VAT] [Rs.]	SSCL [if applicable] Rs.	15% VAT [Rs.]	Total Cost with VAT [Rs.]
JSO			65				
OIC			2				
			67				
TOTAL COST FOR THE YEAR 2024							

Total cost for the period of 01-03-2024 to 28-02-2025 in wards without VAT
Rs.

FOR THE YEAR 01-03-2025 To 28-02-2026							
	12 Hrs Shift (Without Weapon) [Rs.]	366 days per person per 12 hr shift [without VAT] [Rs.]	No of Persons	Total Cost per 12 hr shift [without VAT] [Rs.]	SSCL [if applicable] Rs.	15% VAT [if applicable] [Rs.]	Total Cost with VAT [Rs.]
JSO			65				
OIC			2				
			67				
TOTAL COST FOR THE YEAR 2024							

Total cost for the period of 01-03-2025 to 28-02-2026 in wards without VAT
Rs.

Working hour per shift	Day Shift 6.00 am to 6.00 pm	Night Shift 6.00 pm to 6.00 am
-------------------------------	--	--

VAT Registration No.
[Please attach copy of VAT registration Certificate]

Signature of the Bidder:

Name of the Bidder:

Address of the Bidder:

Date:

Company seal :

[D] DRAFT CONTRACT AGREEMENT

This Agreement is made and entered into at Colombo on this day of December 2023 by and between **Housing Development Finance Corporation Bank of Sri Lanka** a Bank duly incorporated under the Housing Development Finance Corporation of Sri Lanka Act No: 7 of 1997 amended by Act No: 15 of 2003 and having its registered office at NHDA Secretariat, Sir Chittampalam A Gardiner Mawatha , Colombo 2 (hereinafter referred to as “HDFC Bank” which term or expression as herein used shall where the context so requires or admits mean and include the said Housing Development Finance Corporation Bank of Sri Lanka its successors and assigns) of the One Part **AND** [*name of selected service provider*] a Company duly incorporated under Companies Act No:7 of 2007 and bearing registration No: [*Business Registration No*] and having its registered Office at [*Address of service provider*] (hereinafter referred to as the “Security Company” which term or expression as herein used shall where the context so requires or admits mean and include the said [*Name of service provider*] its successors & assigns) of the Other Part.

WHEREAS

- i. The Bank has a wide network of Branches in several districts in Sri Lanka.
- ii. The Security Company is engaged in providing security services to Government and Private Sector Institutions.
- iii. The Bank desires to obtain the services of the Security Company to provide security for **39** branches and for HDFC Bank Head Office Premises and for the premises at Minuwangoda, Kakulawala, Srimath Bandaranayake Mawatha, Colombo 10 and stores at Gangodawila for the time being.
- iv. Consequent to negotiations the Bank had awarded the Security Company the contract for provision of security services by way of its letters issued by the Bank from time to time to the Security Company.

AND WHEREAS the Bank and the Security Company have agreed to enter into an Agreement for the terms and conditions of the arrangements:

THEREFORE this Agreement Witnesses as follows:

1. Scope of Services:

The Bank and the Security Company hereby agree that the Security Company shall supply the following security services to the Bank with effect from 01st March 2024 for a period of two years from the effective date.

The Security Company shall provide the number of Security Guards without weapons as set out in Table **1** hereto at the price mentioned therein in respect of Head Office of HDFC Bank under item No. 01 and branches mentioned under **Nos: 03 to 41** herein and for the land and premises at Minuwangoda, Kakulawala, Srimath Bandaranayake Mawatha, Colombo 10 and Stores at Gangodawila owned by the Bank under **Nos. 42 - 45**.

In addition, the Security Company shall provide security for any branch, on night shift basis on prior written request of the Bank and shall also provide security on day and or night shifts basis to any other branch that may be opened by the Bank on a future date.

These Security Guards will be deployed at the branches mentioned in Table **1** hereto to provide security services as decided by the General Manager of the Bank and or any other Officer/s authorized by him for the time being. In addition, such Security Guards may be used at the discretion of the Bank for purpose of providing armed escort for cash transport.

The total No of Junior Security Officers including a lady Security Officer required by the Bank is **65 with 02 Officer In Charge**.

The rates, annual cost and working hours of the Security Guards are as follows:

FOR THE YEAR 01-03-2024 – 28-02-2025							
	12 Hrs Shift (Without Weapon) [Rs.]	366 days per person per 12 hr shift [without VAT] [Rs.]	No of Persons	Total Cost per 12 hr shift [without VAT] [Rs.]	SSCL [if applicable] Rs.	15% VAT [Rs.]	Total Cost with VAT [Rs.]
JSO			65				
OIC			2				
			67				
TOTAL COST FOR THE YEAR 2024							

FOR THE YEAR 01-03-2025 To 28-02-2026							
	12 Hrs Shift (Without Weapon) [Rs.]	366 days per person per 12 hr shift [without VAT] [Rs.]	No of Persons	Total Cost per 12 hr shift [without VAT] [Rs.]	SSCL [if applicable] Rs.	15% VAT [if applicable] [Rs.]	Total Cost with VAT [Rs.]
JSO			65				
OIC			2				
			67				
TOTAL COST FOR THE YEAR 2024							

Ages of the security guards 25 – 55. The Security Company shall deploy their security personnel on day and night shifts but considering the daily duty needs and situations that may arise, the Security Company shall also reserve the right to deploy their security personnel on continuous shifts up to a maximum of 24 hours without obtaining prior approval of the Bank.

The Security Company hereby agrees to provide adequate and dedicated security coverage when requested by the Bank at any time subject to reasonable prior notice to the Security Company.

Further the Security Company shall when requested also provide extra security guards for special events or for relief duty when Bank's permanent Security Guards are on leave or inadequate. In such event reasonable prior notice of such requirements will be given to the Security Company as mutually agreed.

In addition to the supervision by the Bank officers the Security Company shall ensure their guards when on duty are adequately checked by the Security Company's Officers.

In the absence of a Security Guard, a replacement should be done **before 8.15 am** on the relevant date.

The Security Company shall ensure that site visits by the respective Security Officials of the Company are done frequently between 8.15am and 04.30pm at every branch and at Minuwangoda, Kakulawala, Srimath Bandaranayake Mawatha, Colombo 10 and Stores at Gangodawila. Further, the respective Security Supervisors should sign the log book hang in every branch premises at least twice a week between 9.00pm - 10.00pm & 2.00am - 3.00am.

02. Duties/activities to be performed by the security officers are as follows:

1. Protecting the Bank premises, personnel and the goods therein
2. Maintaining the HDFC gates, vehicle parks and traffic control within the HDFC premises and access road.
3. Patrolling the HDFC premises, access road and recording.

4. Inspecting the movement of public arrival and leaving the Bank premises
5. Inspecting the movement of vehicles arriving and leaving the Bank premises
6. Inspecting the movement of goods taken in and taken out of Bank premises
7. Maintaining a log book on day to day work/incidents
8. Attend to other security related duties from time to time as directed by the Head of Administration division – HDFC Bank.

The Security Company shall agree to submit to the Bank a list of all security personal employed by the Company with their full names.

03. Personnel

The Security Company acknowledges that it is aware that the Bank is a Financial Institution of this country and the nature of its business and other activities require the highest discretion and decorum and shall ensure that the Security Guards deployed at the Bank by the Security Company for the operation of the security service hereunder are of unquestionable integrity and they conduct themselves with the required standard of decorum and discretion.

The Security Company shall ensure that all the Security Company's employees deployed at the Bank possess the basic qualifications set out in the **Company Profile**.

The Security Company shall ensure that all of the Security Company's employees deployed for duties at the Bank are in good health and be of sound mind and understanding and discharge their duties in a responsible manner, in keeping with the requirements of the Bank.

The Security Company will be responsible for their employees deployed at the Bank and shall be so deployed only after verifying their qualifications and suitability. The Bank may in any event request for proof of qualifications of such employees and subject them to an interview and any reasonable test to judge their skills with the participation of authorized representative of the Security Company.

In any event the Bank shall have the right to request the Security Company to remove any person or persons from providing services to the Bank, if in the absolute discretion of the Bank such Person/s is/are not fit and a proper person/s to be employed in providing security services at the Bank and/or if the conduct and/or the record of such person is unacceptable to the Bank.

The qualifications of the security personnel may be amended by the Bank from time to time subject to the prior consent from the Security Company.

04. Discipline

- 4.1 The Security Company shall ensure that the Security Company's employees who are deployed for duties at the Bank at any time and/or from time to time shall obey all lawful written orders of the Chief Security Officer, Security Managers and Senior Security Officers of the Security Company, Bank's Security Supervisors and/or other Superior Officers in the discharge of their duties and that they carry out the duties and functions assigned to them by such Officers diligently and with due care.
- 4.2 Notwithstanding the above provision the Security Company shall ensure that their guards are adequately supervised and checked.
- 4.3 Security Company should ensure that all personnel deployed for duties at the Bank are properly attired in their uniforms and shoes. Wearing slippers should not be allowed.
- 4.4 The Security Company shall ensure that all of the Security Company's employees deployed for duties at the Bank shall observe strict confidentiality of the business and affairs of the Bank and the Bank's Customers.

4.5 The Security Company shall ensure that all of its employees deployed for duties at the Bank shall conduct themselves in the manner required by the Bank and discharge their duties diligently and with due care not causing any undue damage to Bank's customers and/or property.

4.6 The Security Personnel should not have been convicted of any offence by any court.

05. Fees and Payments

The Bank shall pay the Security Company the agreed rates on a monthly basis at the end of each month calculated as per **Clause No. 1.** above and based on the number of security personnel assigned to duties at the Bank and its branches, the number of working days and hours worked.

The invoice in respect of all such employees of the Security Company who are assigned to duties at the Bank within the given calendar month shall be submitted by the Security Company to the Bank's relevant branch office or Head Office as the case maybe, one week before the last day of each and every month. The Bank shall ensure that such payments are made within seven working days from the date of receipt.

- (a) If the Bank fails to settle invoices within Thirty (30) calendar days of the Receipt of the undisputed invoices from the date of receipt of the invoice, Party of the First Part shall impose a levy of 1% of the due amount.
- (b) If the party of the Bank fails to settle invoices within Sixty (60) calendar days of the Receipt of the undisputed invoices from the date of receipt of the invoice, Party of the First Part shall impose a levy of 2% of the due amount.

The rates agreed upon by parties hereto are not subject to variation by the Security Company unilaterally.

This Agreement will be applicable from the date of awarding the contract. Rates stated herein are subject to revision, in the event salaries of Security Trade are increased by a Wages Board directive or any other Parliament Statute. The Party of the First Part agrees for a revision of the salaries on the request of the Party of the Second Part subject to the Party of the Second Part providing relevant documentary evidence.

06. Payments and related matters of the Employees of Security Company

The Security Company shall be solely responsible for making payments to the employees of the Security Company who are deployed for duties at the Bank, including their salaries and other statutory dues including overtime.

The Security Company shall be solely responsible for provision of welfare and other services to their employees including the provision of uniforms, rain coats, umbrellas and boots, torches, batteries and stationary required for Guard rooms. Eg: Information books and the like.

The Security Company shall ensure that all salaries and other statutory dues and payments are made in a timely manner to their employees.

The Security Company shall be solely responsible for the leave and other welfare matters of their employees.

The Security Company shall ensure that all laws, by laws, rules and regulations of the country applicable to provision of security services are duly observed by the Security Company.

The Security Company agrees to rotate the security personnel employed in the Bank in such a manner to avoid possible abuse of being in the same place for too long.

The Security Company hereby indemnifies the Bank against any claims for any loss or damage or compensation from the Security Company's breach of any of the provisions aforesaid subject to independent inquiry with the participation of authorized representative of the Security Company with acceptable solid proof.

The duties and functions of the security personnel will be governed by the **Standing Instructions** of the Security Company and agreed upon by the Bank.

07. Insurance

Any loss or damage to the Bank and/or its people and or its property and or its customers caused by, or attributable to the willful act or gross negligence of the Security Company's employees shall be borne by the Security Company, subject to independent inquiry with the participation of authorized representative of the Security Company with acceptable solid proof.

The Security Company hereby indemnify the Bank and hold the Bank save and harmless in respect of any claims for losses or damages to life, limb or property arising by or through the negligence and/or willful behavior of Security Company's employees, subject to independent inquiry with the participation of authorized representative of the Security Company with acceptable solid proof.

The Security Company shall obtain adequate insurance cover to meet any claims mentioned under **clause 7** above.

08. General

- 8.1 The Bank shall fulfill the Security recommendations of the Security Company in connection with the operation of the security service. However, such security recommendations may be mutually varied and /or annulled by the Parties in writing.
- 8.2 The Bank or the Security Company may determine or terminate the period of contract by giving three [03] calendar months' notice of their intention in writing to the Security Company.
- 8.3 Extension of the period of contract shall be on the terms and conditions mutually agreed upon by both parties.
- 8.4 Neither the Security Company nor the Bank shall be liable under this Agreement for any consequences of war invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, riot, insurrection, military or usurped power, state of emergency of force.
- 8.5 No term or condition whatsoever shall be included or implied unless it is reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunto and to one other of the same tenor at the place and date mentioned at the beginning of these presents.

For and on behalf of

HDFC Bank of Sri Lanka

1.

Nishaman Karunapala
General Manager/CEO

Director

2.

Anura Hetitiarachchi
Chief Finance Officer

Witness

1. Name

2. Name

Address & Designation

Address & Designation

Section VIII

CONTRACT DATA

Conditions of Contract Clause	Amendments or Supplements to, Clauses in the Conditions of Contract
1.1(e)	The contract name is Provision of Out Sourcing Services for Security Services at the HDFC Bank of Sri Lanka – 2024/2025
1.1(f)	The Employer is: General Manager/CEO, HDFC Bank of Sri Lanka
1.1(h)	The Service Provider is: <i>To be filled after selection</i>
1.4	The addresses are: Employer: General Manager/CEO HDFC Bank of Sri Lanka P O Box 2085 Colombo 02
1.6	The Authorized Representatives are: For the Employer: AGM – Administration Tel: 0701255768
	For the Service Provider: <i>To be filled after selection</i>
2.1	The date on which this Contract shall come into effect is <i>To be filled after selection</i>
2.2	The Starting Date for the commencement of Services is <i>To be filled after selection</i>
2.3	The Intended Service Period is 365 days.
3.4	Performance Guarantee shall be five percent (05%) of the Contract Price
4.1	The selected service provider should not recruit security officers of any of other service providers or contractors. If it was done by the service provider and due to that the other service provider's or contractor's work was affected, the Employer will act according to sub-clause 4.2 in the condition of contract in removing of such security officers.
6.2	The Contract Price is Rupees <i>To be filled after selection</i>
6.4	Payments shall be made on monthly basis according to the quality of Service and allocation of security guards.

LOCATIONS

TABLE I

	Branch/Division	Location	No. of JSO	
			Morning Shift	Night Shift
			6.00 am - 6.00 pm [12 Hs.]	6.00 pm - 6.00 am [12 Hrs.]
1	Head Office – Main Entrance	Sir Chiththampalam A Gardiner Mawatha, Colombo 02.	1	1
2	Head Office - 05 th Floor		1	-
3	Ambalangoda	15, Wickramasooriya Road, Ambalangoda	1	1
4	Ampara	868, D.S. Senanayake Street, Ampara	1	1
5	Anuradhapura	396/14, Court Place, Bandaranayake Mw., Anuradhapura	1	-
6	Awissawella	79, Ratnapura Road, Avissawella	1	-
7	Badulla	69/1/2, New Passara Road, Badulla	1	1
8	Batticaloa	601A, Trinco Road, Veddukadu, Batticaloa	1	-
9	Chilaw	No. 17, Fort Road, Chilaw	1	-
10	Colombo [LSO]	Sir Chiththampalam A Gardiner Mawatha, Colombo 02.	1	-
11	Dambulla	60, Kurunegala Road, Dambulla	1	-
12	Embilipitiya	93B, Malwatta Bldg., New Town Road, Embilipitiya	1	1
13	Galle	04, Sri Dewamitta Mw., Galle	1	1
14	Gampaha	27, Sisira Bldg., Ranatunga Mw., Gampaha	1	-
15	Gampola	No134, Kandy Road, Gampola	1	1
16	Homagama	99, Station Road, Homagama	1	1
17	Horana	125, Panadura Road, Horana	1	-
18	Hyde Park Corner	63, Hyde Park Corner, Col. 02	1	1
19	Ja-Ela	170/A/1, Colombo Road, Ja-Ela	1	-
20	Jaffna	127, KKS Road, Jaffna	1	-
21	Kalutara	13, Gnanodaya Mw., Kalutara South, Kalutara	1	-
22	Kandy	NHDA Building, Yatinuwara Veediya, Kandy	1	1
23	Kegalle	371, Main Street, Kegalle	1	1
24	Kiribathgoda	3M/1/1, National Housing Scheme Road, Kiribathgoda	1	1
25	Kuliyapitiya	22/A, Parakrama Mw., Kuliyapitiya	1	-
26	Kurunegala	42, Kandy Road, Kurunegala	1	-
27	Matale	07, Old Market Road, Kotuwegoda, Matara	1	-
28	Matara	11, Kandy Road, Mathale	1	1
29	Monaragala	310 & 310A, Wellawaya Road, Moneragala	1	1
30	Nikaweratiya	58, Puttalam Road, Nikaweratiya	1	-
31	Nittambuwa	48/1, Kandy Road, Nittambuwa	1	-
32	Nugegoda	1st Floor, Railway Station, Nugegoda	1	-
33	Nuwara Eliya	72, Park Road, Nuwara Eliya	1	-
34	Peliyagoda	257/3, Negombo Road, Peliyagoda	1	-
35	Piliyandala	84, Moratuwa Road, Piliyandala	1	-
36	Polonnaruwa	Randombe Bldg., Hospital Junction, Polonnaruwa.	1	-
37	Ratnapura	51, Main Road, Ratnapura	1	-
38	Tangalle	31, Beach Road, Tangalle	1	1
39	Tissamaharama	71, Main Street, Tissamaharama	1	1
40	Trincomalee	No. 167, Main Street, Trincomalle	1	1
41	Vauniya	113, Kandy Road, Vavuniya	1	-
42	Minuwangoda site	680, Bolanegama, Horampella.	1	1
43	Kakulawala site	Kekulawala Estate Road, Giriulla, Meerigama, Allawwa.	1	-
44	Gangodawila Stores	104, Rabber Watta Road, Gangodawil, Nugegoda.	1	1
45	BMC premises [JSO]	Sri Sangaraja Mawatha, Colombo 10	1	1
	BMC Premises Officer in Charge		1	1
	Total		46	21