



**BIDDING DOCUMENT JANITORIAL,
CLEANING & MAINTENANCE SERVICES
2024- 2026**

HDFC BANK OF SRI LANKA

Procurement Contract No: HDFC/2024/SER/04/01

**HDFC BANK OF SRI LANKA
P O BOX 2085
COLOMBO 02
Telephone : 0112356830**

BIDDING DOCUMENT JANITORIAL, CLEANING & MAINTENANCE SERVICES

2024- 2026

HDFC BANK OF SRI LANKA

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HDFC BANK OF SRI LANKA
INVITATION FOR BIDS FOR JANITORIAL, CLEANING & MAINTENANCE SERVICES – 2024/20246
CONTRACT NO. HDFC/2024/SER/04/01

1. The Chairman of the Procurement Committee of HDFC Bank invites sealed Bids from eligible and qualified bidders for providing Janitorial, Cleaning, & Maintenance Services at the HDFC Bank Head Office situated at Sir Chiththampalam A Gardiner Mawatha, Colombo 02. and Island wide 38 nos. Branches.
2. All bids must be contained an unconditional and on demand bid securities addressed to the General Manager, HDFC Bank of Sri Lanka, P O Box 2085, Colombo 02 amounting to Rupees Two Hundred and Fifty Thousand [LKR 250,000.00] which is obtain from a reputed Commercial Bank operating in Sri Lanka.
3. Bidding will be conducted through National Competitive Bidding [NCB] procedure.
4. Bidding document is available in www.hdfc.lk only for **view purpose**. Upon submission of a written request on a business letterhead and the payment of non-refundable fee of Rupees Five Thousand [Rs.5,000.00], an interested party can purchase a complete set of “Bidding Documents” in English language from the Administration Division, HDFC Bank, Head Office at Sir Chiththampalam A Gardiner Mawatha, Colombo 2 between 9.30 am to 2.30 pm on every working day The method of payment will be by cash. Last date for the Bidding Document issuance is the closing date of respective bid.
5. If any clarification is needed on bidding documents, bidders may contact Manager- Administration via
 - Voice - 0701255768/0112356830
 - Email - seniorexe.adm@hdfc.lk, admin2@hdfc.lk
6. A Pre-Bid meeting will be held on **16th April 2024** at 10.30 a.m. at 2nd Floor, Administration Division of HDFC Bank. On the request, pre-bid meeting minutes could be obtained from the Manager - Administration.
7. Sealed Bids should be delivered to the below mentioned address and or deposited into the Tender Box at the Mail Division, Ground Floor, HDFC Bank, Head Office on or before 2.00 p.m. on **02nd May 2024**. Envelope containing the bids should be marked “Invitation for Bids Janitorial, Cleaning & Maintenance Services 2024-2026” on the top left hand corner.
8. Late bids will be rejected. Bids will be opened immediately after the deadline of bid submission in the presence of the bidder or bidder’s representatives who choose to attend on **02nd May 2024** at 2.00 p.m. at the 2nd Floor, Administration Division, HDFC Bank, Colombo 02.

Assistant General Manager –Administration
HDFC Bank
P.O. Box 2085
Colombo 02.
0701255768

Section I. Instructions to Bidders

A. General

1.	Scope of Bid	1.1	The Chairman of the Procurement Committee, HDFC Bank of Sri Lanka invites sealed bids for Janitorial, Cleaning & Maintenance Services – 2024-2026 . The name and identification number of the Contract is provided in the Bidding Data.
		1.2	The successful Bidders will be expected to perform the Services as per the date provided in the Data.
2.	Qualification and Experience of the Bidder	2.1	All bidders shall provide in Section III, Form of Bid and Experience Information.
		2.2	<p>If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:</p> <p>The certified documentary evidence for the followings should be provided with Bid;</p> <p>(a) Years of experience in providing janitorial service;</p> <p>(b) Experience in providing a similar service within the last 03 years at Financial Institutions;</p> <p>(c) Satisfactory client references.</p> <p>(d) No of ongoing contracts [2023-2024 & 2024-2025]</p> <p>(e) Proof of paying EPF & ETF for the at least 300 employees for the last year [it should be certified by the Department of Labour]</p> <p>(f) Audited Financial Statements for the last 03 years [2021-2023]</p>
3.	Cost of Bidding	3.1	The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the client will in no case be responsible or liable for those costs.
4.	Site Visit	4.1	The Bidder, at the Bidder's own responsibility and can visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the Services. The costs of visiting the site shall be at the Bidder's own expense.
		4.2	The Bidders shall contact the Manager – Administration for inspection and for further details.

B. Bidding Documents

5. Content of Bidding Documents	5.1	The set of bidding documents comprises the documents listed in the content page of this bidding document. [page 02]
	5.2	The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
6. Clarification of Bidding Documents	6.1	A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing at the Client's address indicated in the invitation to bid.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Purchaser may amend the bidding documents by issuing addendum.

	7.2	Any addendum issued shall be a part of the bidding documents and shall be communicated in writing to all who have purchased the bidding documents.
	7.3	To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be written in English Language.
9. Documents Comprising	9.1	The Bidder shall submit the Bid in a sealed envelope as marked "Bid for Janitorial, Cleaning & Maintenance Services. – 2024- 2026."
	9.2	The envelope shall include the originals of the following document., (i) The Original Bidding Document (Inclusive of rate and annual price), (ii) Bid Security, (Original) (iii) Duly filled 'B' schedules," Qualification and Experience Information," (iv) Other information listed in Bidding Data: And, (i) A copy of Company Registration Certificate (ii) VAT Registration Certificate or VAT exemption Letter issued by the Inland Revenue Department And (v) Any other information, bidder may wish to include (vi) Activity Schedule.
10. Bid Submission Form and Price Schedules	10.1	The bidder shall submit the Form of Bid using the form furnished in Section III
	10.2	The Contract shall be for the Services, as described in the Client's Requirements, Section VII,
	10.3	The Bidder shall fill in rates and prices for all items of the Services described in the Client's Requirements, Section VII and proposed manpower allocation in Section VIII [Table A & B]. Items for which no rate or price is entered by the Bidder will not be paid for by the Client when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
	10.4	All duties, taxes and other levies payable by the Service Provider under the Contract, shall be included in the total Bid price submitted by the Bidder. VAT shall be shown separately.
11. Currency of Bid and Payment	11.1	The price quoted by the Bidder shall be in Sri Lanka Rupees.
12. Bid Validity	12.1	Bids shall remain valid for 90 days as specified in the Bidding Data.
	12.2	In exceptional circumstances, the Client may request that the bidders extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made in writing.

13. Bid Security	13.1	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.
	13.2	If a Bid Security is requested under sub-clause 13.1 above, any Bid not accompanied by an acceptable Bid Security shall be rejected by the Client.

	13.3	The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in sub-Clause 13.1
	13.4	The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required performance Security.
	13.5	The Bid Security may be forfeited: (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to : (i) sign the Contract; or (ii) furnish the required Performance Security.

14.Format And Signing of Bid	14.1	The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
	14.2	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.
	14.3	The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Client, 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

15. Sealing and Marking of Bids	15.1	The outer envelope prepared in accordance with sub-clause 9.1 shall : (a) be addressed to the Assistant General Manager-Administration, HDFC Bank, P O Box 2085, Colombo 02 [address provided in the Bidding Data; (b) bear the name of the Contract as defined in the Bidding Data; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
	15.2	In addition to the identification required in Sub-Clause 15.1, the envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
	15.3	if the envelope is not sealed and marked as above , the Client will assume no responsibility for the misplacement or premature opening of the Bid.

16.Deadline for Submission of Bids	16.1	Bids shall be delivered to the Client at the address specified above no later than the time and date specified in the Bidding Data.
	16.2	Client 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.
17. Late Bids	17.1	Any Bid received by the Client after the deadline prescribed in Clause 16 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

18. Bid Opening	18.1	The Client will open the envelope in the presence of Bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. The Bidders' Representatives who are present shall confirm their attendance by signing the attendance sheet.
	18.2	The Bidders' names, the presence/(or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Client may consider appropriate, will be announced by the Client at the opening.
19. Clarification of Bids	19.1	To assist in the examination, evaluation and comparison of bids, the Client may, at the Client's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule and other information that the Client may require. The request for clarification and the response shall be 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 Client in the evaluation of the bids in accordance with Clause 22.
20. Examination of Bids and Determination of Responsiveness	20.1	Prior to the detailed evaluation of bids, using the information provided, the Client will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents.
	20.2	A substantially responsive Bid is one which conforms to all the terms, conditions and Client'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 Service; (b) which limits in any substantial way, inconsistent with the bidding documents, the Client'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.
	20.3	If a Bid is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21. Evaluation of Qualification and Experience and Financial Bid	21.1	The Client will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 20.
	21.2	The Client may or may not adopt the evaluation criteria and point system specified in the document.
	21.3	The Client will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
	21.4	In evaluating the Bid, the Client will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows; (a) correcting the arithmetical errors in-pursuant to Clause 23, (b) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers. (c) applying any discounts offered by the Bidder.
	21.5	The Client reserves the right to accept or reject any variation, deviation, or alternative offers. 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. Correction of Errors	22.1	Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. Arithmetical errors will be rectified by the Client on the following basis: if there is a discrepancy between unit p r i c e s and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
	22.2	The amount stated in the Bid will be adjusted by the Client in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 13.5.

F . Award of Contract

23.Award Criteria	23.1	Subject to Clause 25, the Client will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
24. Client's Right to Accept any Bid and to Reject any or All Bids	24.1	Notwithstanding Clause 24, the Client 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 Client's action.
25. Notification of Award and Signing of Agreement	25.1	The Bidder whose Bid has been accepted will be notified in writing, of the award by the Client prior to expiration of the Bid validity p e r i o d . This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Client will pay the Service Provider in consideration of the Services provided by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
	25.2	The notification of award will constitute the formation of the Contract.
	25.3	The Contract, in the form provide in the bidding documents, will incorporate all agreements between the Client 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 Client a performance Security in the amount of 5% of the total Contract sum of and in the form (Unconditional on demand 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 condition of contract Section IV. Performance security should be initially for 400 days valid from the date of acceptance and subjected to be extended another 365 days in case of extension of contract.

Section II - Bidding Data Sheet

Instructions to Bidders

(1.1) The Client is the **General Manager, HDFC Bank of Sri Lanka**

Name of the Contract: - **Janitorial, Cleaning & Maintenance Services.**

Identification Number of the Contract: - **HDFC/2024/SER/04/01**

(1.2) The Intended Completion date is – Two [02] years from the date of award of contract.

(2.2) The information required from Bidders in Sub –Clause 2.2 is :

Certified documentary evidence to be submitted for (a) to (e) if not, not subject to the evaluation.

(a) Years of experience in providing janitorial service; *[Business Registration to be submitted]*

(b) Experience in providing a similar service within the last 03 years at Financial Institutions;
[Please complete Schedule B]

(c) Satisfactory client references *[Please complete Schedule C]*

(d) No of ongoing contracts [2023-2024 & 2024-2025] *[Please complete Schedule D]*

(e) Proof of paying EPF & ETF for the at least 300 employees for the last year [it should be certified by the Department of Labour]

(f) Audited Financial Statements for the last 03 years [2021-2023]. *[Please complete Schedule E]*

(8.1) The address for submission of Bids is: *Assistant General Manager- HR & Administration, HDFC Bank, P O Box 2085, Colombo 02.*

(9.2) A TIN Certificate and the VAT certificate should be attached with the bidding document.

(12.1) The period of Bid validity shall be - *90 days from the date of closing bids*

(13.1) The amount of Bid Security amounting to Rs. 250,000.00 (Rupees Two Hundred and Fifty Thousand Only) from a reputed Commercial Bank operating in.

The Bid Security shall be valid until - *Up to 90 days of the date of bid opening*

Bid Security should be addressed to- *General Manager, HDFC Bank of Sri Lanka, P O Box 2085, Colombo 02.*

(14.2) For identification of the bid the envelopes should indicate:

Name of Contract : **Janitorial, Cleaning & Maintenance Services – 2024 - 2026**

Bid /Contract Number : **HDFC/2024/SER/04/01**

(16.1) The deadline for submission of bids shall be **2.00 p.m. on 02nd May 2024**

(18.1) Bids will be opened immediately after 2.00 p.m. on 02nd May 2024 at the 02nd Floor, Administration Division. The bidder or his authorized representative may attend the bid opening.

(19) (a) Janitorial, Cleaning & Maintenance Services has to be provided on six (06) days per week excluding Sundays. Working hours shall be from 7.00 a.m to 4.30 p.m. Providing the necessary materials, equipment, chemicals etc., is the responsibility of the Contractor.

(b) The Contractor shall provide uniforms to all the personnel deployed by him and they shall be in possession of National Identity Card. The employer shall submit copies of the NIC of the personnel deployed, to the Administration Division.

(c) The Contractor shall be responsible for any damage caused to the Bank property and any theft etc. by his

employees. The Contractor shall be required to deploy additional employees or provide services at any other premises according to the needs of the Bank.

(d) (i) All the Bidders are requested to visit the location/site before pricing the BOQ.

(ii) All the B.O.Q items are weighted equally. Therefore, if any item has not been completed by the Contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non-completion of the same work is repeated twice or more within contract period, 25 % of the total quoted monthly payment will be reduced from respective bills. For the absentees the quoted rate for such person will be deducted for the number of days absent from the monthly bill concerned.

(20.1) Prior to the detailed evaluation of bids, using the information provided, the Client will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents

(21.2) Criteria for Evaluation of Qualification and Experience:

The certified documentary evidence for item [a] to [f] should be provided with the bid. If not, not consider for the evaluation.

	Criteria	Maximum Points	Minimum Required
a	Years of experience in providing janitorial service; [02 marks for a year]	20	14
b	Experience in providing a similar service within the last 03 years at Financial Institutions [2021, 2022 & 2023] [05 marks for each contract]	30	20
c	Satisfactory client references both public and Private sector [02 marks for a reference]	10	06
d	No of ongoing contracts [02 marks for a contract]	20	10
e	Proof of paying EPF & ETF for at least 300 employees for the last year. [No marks granted less than 300 employees]	10	10
f	Financial capacity [2021/2022/2023] [Last year - If adverse situation, no marks will be granted]	10	10
		100	70

a. Years of experience

According to the Companies Act No. 7 of 2007, the date of 'Certificate of Incorporation' issued will take into account.

b. Experience in Similar assignments:

The determination will take into account the Bidder's involvement in the similar assignments (Experience in Banking and financial institutions) in the previous consecutive past three years. (2021,2022/2023 up to now) (*relevant documents should be attached.*)

c. Client's references;

The references made by previous clients [both public and private] about the quality of the services provided by the Bidder will be evaluated (*relevant documents should be attached.*)

d. No of ongoing contracts;

The determination will take into account number of ongoing contracts in hand at the submitting of the bidding document [*offer letter/contract agreement to be attached*]

e. Paying EPF & ETF for at least 200 employees for the last year

The determination will take into account on the average number of employees mentioned in the

‘Advice of Remittance Form – R1’ or e-return form stamped by the ETF Board. *[12 months remittance form to be attached]*

f. Financial Capacity

Certified copies of the audited financial statements for 2021, 2022 , 2023 should be submitted for evaluation purpose. All financial aspects and other financial information during the last 3 years will be evaluated.

(Annual turnover, Working Capital, Net Assets, Net Cash Flow, Debtors Collection period, EPF & ETF Remittance, Debt to Equity Ratio, Operating Profit Margin, Credit Facility request, Revenue Growth & Audit Opinion)

- (26) The performance Security acceptable to the HDFC Bank of Sri Lanka shall be an unconditional form of guarantee to an amount 5% of the contract price.

Section III
Evaluation and Qualification Criteria
Form of Bid

To : _____ [date]

General Manager
HDFC Bank of Sri Lanka

Having examined the bidding documents, we offer to provide Janitorial, Cleaning & Garden Maintenance Services in accordance with the Conditions of Contract, Client’s Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of Rs..... [Amount in numbers] (excluding VAT).....[amount in any other words].....or any other sum derived in accordance with the said documents per annum (excluding VAT).

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

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

Authorized Signature :-

Name and title of Signatory: - Name of Bidder :-

..... Address :-

.....

SCHEDULE - A
GENERAL INFORMATION

1	Company Name	
2	Company Owner Full Name	
3	Business Registration (Attach certificate of Incorporation)	
4	Other Registration	
5	Legal status (Company registration/Partnership)	
6	VAT Registration No.	
7	Power of Attorney	
8	<i>Remarks</i>	

If space is not sufficient, please attach a separate sheet please.

Schedule E – Financial Documents for Eligibility			
1) Summary of the Applicant Company assets and liabilities on the basis of the attached income tax return and audited financial statements for the immediately preceding two years and a certified copy of schedule of fixed assets.			
	Year 2021	Year 2022	Year 2023
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Net worth (1-3)			
6. Net working capital (2-4)			

Schedule F – Equipment

Name of the Machine/Equipment	No of quantity required		Supplier Comment if any
	Head Office	38 Branches	
Industrial Vacuum Cleaner	01	38	
Heavy Duty water pressure – gun	01	If required	
Industrial Ladder – 12 feet	01	38	
Industrial Ladder – 20 feet	01	If required	
Wire Code – 50 meters	02	38	
Grass Cutter – with fuel	01	If required	
Flexible Horse [100 feet]	01	38	
Rake	01	If required	
Bush Cutter	01	If required	
If Any			

If space is not sufficient, please attach a separate sheet please.

SCHEDULE H
Cleaning Accessories/Tools

	Tools	Quantity minimum required Approximately		Usage Period	Supper comment if any
		Head Office	38 branches		
01	Ekel Broom	02	38 [38x1]	02 months	
02	Plastic Broom	40	76 [38x2]	02 month	
03	Dustpan	12	38	06 months	
04	Hand Brush	15	76	02 months	
05	Sink Brush [Lunch Room + Wash Room]	30	76	02 month	
06	Floor Wiper	12	76	03 months	
07	Plastic Coir Brush	12	38	02 months	
08	Glass wiper	05	38	03 months	
09	Toilet Brush [Dec Brush]	20	38	04 months	
10	Mop [Lunch Room + Wash Room]	30	76	03 months	
11	Mop Bucket	30	38	06 months	
12	Plastic Bucket	06	38	06 months	
13	Duster	15	76	02 months	
15	Sponge [large/small]	50	100	01 months	
15	Spray Can	12	38	06 months	
16	Gloves	12	38	02 months	
17	Garbage Bag [XL/S]	100	100	01 months	
18	Cobweb Brush	6	38	06 months	
19	Scrubbing brush	12	38	02 months	
20	If any please mention				
21					
22					
23					
24					

Special Note

1. Other machines/equipment required for cleaning inside and outside premises should be listed in the table.
2. For schedules B – H, if space is not sufficient pls. attach separate sheet. Above mentioned items are compulsory to supply. All other cleaning consumables and accessories/tools other than mentioned above should be provided by the Service provider when required.
3. All the chemicals used should have SLS. Fuel should be supplied by the Bidder for Grass cutting machines.

Letter of Acceptance
[Letterhead paper of the Client]

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for information of the Contract as described in Clause 25 of the Instructions to Bidders. This standard Form of Letter of Acceptance should be filled in

[date]

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

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

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

Authorized Signature:

Name and Title of Signatory: _____

Name of Agency: _____

Proposed Contract Agreement

JANITORIAL, CLEANING & GARDEN MAINTENANCE SERVICE FOR THE HDFC BANK OF SRI LANKA

THIS AGREEMENT is made and entered into at Colombo on this day of 2024 by and between **HOUSING DEVELOPMENT FINANCE CORPORATION BANK OF SRI LANKA**, a Bank duly incorporated in the Republic of Sri Lanka under Housing Development Finance Corporation Act No. 07 of 1997 and as amended by Act No. 15 of 2003 and 45 of 2011 and having its Head Office at Sir Chittampalam A, Gardiner Mawatha, Colombo 2 (hereinafter called and referred to as the “Bank” which term or expression as herein used shall where the context so requires mean and include the said HDFC Bank its successors and assigns of the One Part

AND

[Company name] a company duly incorporated in Sri Lanka and bearing Business Registration Certificate No..... and having its principal office at(hereinafter called and referred to as the “**Contractor**”) which term as herein used shall where the context so requires or admits mean and include the said [company name] and its successors and assigns) of the Other Part.

WHEREAS the Bank is desirous of obtaining the services of a Cleaning Agency for the purpose of maintaining the premises in a clean and sanitary state and in an aesthetically pleasing manner;

AND WHEREAS the Contractor has quoted its services by its letter dated [...date.....] and the Bank has approved and accepted the said offer on[date.....]

NOW THIS AGREEMENT WITNESSETH

That for and in consideration of the payment terms agreed by the HDFC Bank to the Contractor and mentioned in the Agreement hereof, the Contractor agrees to provide an efficient janitorial service described in this Agreement to the Bank, subject to the terms and conditions hereinafter set out; in this Agreement. In addition, the Contractor shall provide janitorial services, on the written request of the Bank, to any other branch premises on a future date.

(1) Nature of Service

The Contractor has agreed to create a clean, tidy and pleasant working environment at the HDFC Bank Head Office premises located at the National Housing Development Authority building (which is presently comprising of 06 floors; Ground, First, Second, Third, Fourth, Fifth and Ninth Floors, entrance area and the surrounding area) at Sir Chittampalam A Gardiner Mawatha, Colombo 02 and its 38 branches located island wide and morefully described in the Schedule hereto. A worksheet should be displayed and it should be signed by the janitors and work should be approved by the supervisor.

[A] DAILY SERVICE

The Contractor agreed to carryout following work on daily basis:

1. Sweeping, Cleaning & damp mopping of all floors, Head Office and branch building before 8.00 a.m.
2. Washing and cleaning of exterior glasses of the Ground floor
3. Dusting, wiping and cleaning furniture/equipment/telephones
4. Cleaning, washing & disinfecting of walls, floors, bowls, wash basins, squatting pans, commodes, wall fixtures & surface water drains trice a day [7.00 a.m. 11.00 am and 3.00 p.m.]
5. Cleaning and wet moping lunch rooms trice a day [7.00 a.m. 10.00 am and 3.00 p.m.]
6. Cleaning drains, waste water lines and manholes etc.,
7. Wash & Clean pantry sink and pantry tops trice a day [7.00 a.m. 10.00 am and 3.00 p.m.]
8. Cleaning and sweeping of entire garden, open passages, car park.
9. Maintaining Garden [watering, weeding, fertilizing, pest & disease controlling
10. Empty all dustbin in each divisions/branches
11. Collect all refuse from lunch rooms and dispose same as directed from the premises for the municipality to collect same.
12. Wiping and cleaning of internal glass partitions aluminium & timber window & door frames and doors, partitions etc. - of all the buildings

[B] WEEKLY SERVICE -SATURDAY

The Contractor agreed to carry out following work on weekly basis.

1. Vacuum cleaning of carpeted floor/venetian/bamboo blinds/vertical blinds, upholstery of chairs
2. Deep cleaning and scrub down all toilets including walls and fittings

[C] ONCE A MONTH - SATURDAY

1. Machine polishing & waxing
2. Washing and cleaning of interior and exterior glasses/cladding works.
3. Dusting, wiping and cleaning, removal of dust, cobwebs etc., of walls, ceiling and corners, electrical fixtures and fittings, lights, fans, switches
4. Cleaning Gutters

[D] ADDITIONAL WORK - ONCE IN A SIX MONTHS OR AS REQUIRED – SATURDAY

1. Shampoo carpets and chairs.

(2) Working Hours

- (a) The Contractor shall provide the service from Monday to Saturday from 7.00am to 4.30 pm or unless otherwise notified in writing by the Bank.
- (b) Should the Bank require the service on any other day (including Sunday and any other holidays) than that specified in **clause (2) (a) above**, the Bank shall inform the Contractor in writing at least one (01) day prior to the date of requirement of such service.
- (c) Contractor will carry out the weekly services at any time during weekends without interrupting the work of HDFC Bank.
- (d) For additional hours the charge will be on hourly basis and the rate per additional hour is Rs. for janitor and Rs. for supervisor.

(3) Payment terms

The Contractor shall upon and subject to the conditions of this Agreement, will be paid a sum of Rs. + VAT annually (hereinafter referred to as the contract sum) and monthly total is Rs.

The monthly payment of each month will be paid on or before 15th of the following month, on submission of their bill.

- (01) All the agreed payment terms are final and conclusive and shall not be changed from time to time by the Contractor during the currency of this agreement.
- (02) The Bank may consider to revise the Payment Terms, only if the statutory wages applicable to the relevant industry being revised by the government during the tenure of this agreement, and on a written request made by the Contractor to the Bank, for a revision.
- (03) All payments shall be drawn by cheque in favour of [Company].” crossed A/C Payee only, after receipt of the respective invoices for that month within 14 days of the date of such invoice.

(4) Safety measures

The Contractor shall be responsible and shall ensure that his employees at the HDFC premises shall provide the service with due regard to the safety of the property, equipment, and customers of the HDFC Bank, and will be liable for any damage to property, equipment, injury or death to any person which was caused by his employees in the course of their service on the premises.

(5) Non Compliance & Termination

If the HDFC Bank is of the opinion that the contractor or his employees

- (a) are not delivering the relevant services as agreed, and / or in accordance with requirements of the contract, and/ or does not complete the contract work, as agreed and/or
- (b) Abandon the contract and/or
- (c) If the Bank is not satisfied with the work done by the Janitors ,

the HDFC Bank shall terminate the contract forthwith.

The HDFC Bank also reserves the right to terminate this contract without assigning any reason before the end of the above said period by giving one month's prior notice in writing by registered post or electronic mail to the official address of the aforesaid Contractor.

(6) Force Majeure

Neither party will be liable for delay or non-performance of its obligations due to force majeure. Force majeure shall include floods, fire, civil commotion, riots, government regulations/legislative requirements which prevent the party so affected by the Force Majeure from performing its duties. In the event of either party being prevented or delayed from carrying out its obligations hereunder due to Force Majeure, the party so laboring under Force Majeure, shall immediately notify the other party of the commencement of such event of Force Majeure and upon the termination of such event of force majeure (which shall be notified by the one party to the other) this agreement shall continue. Provided however, that in the event of force majeure results in this agreement being frustrated by the performance of obligations hereunder being rendered impossible or by such event of force majeure continuing over a long period of time, resulting in the other party's objective in entering into these presents being defeated, the party not affected by the event of force majeure, may with written notice to the party laboring under the event of force majeure, terminate this agreement with immediate effect.

(7) Indemnity

The Contractor shall indemnify the HDFC Bank against any claims by or in respect of any employees of the contract, engaged for the purpose of the contract under the prevailing laws of

(8) Assignment of Work

The Contractor shall not without the written consent of the HDFC Bank assign whole or any portion of the work stipulated in this contract, to any third party.

(9) Inspection

The Contractor shall authorize and allow any authorized officer of HDFC Bank to inspect the work of the Contractor, and test all materials and equipment used by the contractor for such work, if the HDFC Bank considers, that it is necessary.

(10) Uniforms

The Contractor or its assign will provide the uniforms for its employees and shall ensure that the employees are at all times during the hours of duty clad in such uniforms.

(11) Cleaning Equipment

The Contractor shall provide the necessary cleaning equipment and sanitary requirements such as buckets, detergent, chemicals, cleaning cloth and brushes.

(12) Terms and Conditions relevant to Contractor's employees

- (1) Employees should be below 60 years of age and copies of the NIC should be submitted to the Administration Division.
- (2) The Contractor shall ensure that the workforce deployed by him to the Bank hereunder is trustworthy, honest, pleasant, tidy and disciplined and behaves in a manner in keeping with the working environment of the Company.
- (3) The Contractor shall ensure that the workers deployed by him follow the rules and regulations of the Bank and Health and Safety standard procedures, environmental management system and practices of the Bank and wear the recommended safety apparel and use the recommended safety equipment.
- (4) The personnel deployed to execute the janitorial/cleaning services will at all times be Contractor's employees and shall not be considered employees of the Bank for any reason whatsoever. The HDFC Bank is not responsible for payment of wages or EPF & ETF or any statutory payment that is payable for employees by an employer, and the contractor is liable for all those payments with regard to the Janitorial/ Cleaning service work force.
- (5) The Contractor shall ensure that the personnel deployed at Bank premises shall not misuse any of the property/assets of the Bank at all times.

- (6) The Contractor shall obey to all reasonable instructions of the officers of the Bank to the extent that they do not obstruct the performance of the Contractor's duties, under this Agreement.
- (7) Janitors deploy should have capacity to do the assigned task.

(13) Renewal of Agreement

If the Contractor is desirous of renewing this agreement for a further period of time from the date of expiration of the time period herein specified, the Contractor shall give the Bank not less than one (01) month notice in writing to the Bank before the expiration of the term hereby granted of such intention and the Bank in its sole discretion may grant the Contractor a renewal of this Agreement for a further period on mutually agreeable terms and conditions.

(14) Jurisdiction

This Agreement is deemed to have been entered into in Colombo and the Courts of competent jurisdiction shall be the District Court of Colombo.

(15) Notices

All notices to be given by either party to the other party hereunder, shall be given in writing to the address above specified or to such other address as may be notified by either party to the other in writing or by electronic mail.

(16) Co-ordination

The service will be coordinated by the Head of Administration or any authorized officer of the Administration division of the Bank or any other officer duly authorized by the HDFC Bank and by an officer authorized by the Contractor. The authorized officer of Contractor should be named and he/she should be stationed at HDFC Bank as the Supervisor, to discuss any matters arising from the work carried out by the Contractor.

The supervisor shall ensure that the assigned work is carried out properly by the janitors, to the satisfaction of the Bank.

(17) Staff requirement / and changes

Contractor will ensure that the number of janitors and Supervisors for the 37 branches of HDFC Bank will be stationed on each day, as morefully described in the Schedule hereto.

Contractor may at any time change the employees assigned to work at HDFC Bank if he considers necessary, but will inform the Head of Administration division or any authorized officer of the Bank before making the necessary changes.

In the event Contractor is unable to maintain the aforesaid number of employees agreed upon for stationing at HDFC Bank, then the HDFC reserves the right to engage any other janitorial services firm or individual/s to carry out the work assigned to Contractor and deduct the payment made to the outside source from the payment due to Contractor for the particular month.

(18) Damages to be deducted

Any damages caused to property of HDFC Bank including (fittings, fixtures, telephone etc by employees of the Contractor) will be brought to the notice of the authorized officer of the Contractor within a week and HDFC Bank will take action to recover the cost of damages from the payment due to Contractor for the particular month.

(19) Maintenance of Log Book

HDFC will maintain a log book in the Administration division or with any other authorized officer of the Bank and any observations, comments or instructions for the attention of the Contractor will be recorded in the log book by the Head of Administration or any authorized officer of the HDFC Bank. Authorized officer of the Contractor too will record their comments for the attention of the Management of HDFC Bank in the Log Book.

(20) Urgent work

At least two employees from Contractor will be detailed to work overnight in the event of any urgent construction work or a function / or for any other purpose required by the Bank in the HDFC Bank Head Office.

(21) Effective Period

The Agreement is for a period of one year commencing from [date] and ending on [date].

(22) Amendments and modifications

In the event of it being necessary to modify and/or amend this agreement, it shall be informed to the other party in writing and any variations and/ or amendment to this Agreement shall be of no force and effect unless made in writing and duly signed by the parties hereto.

(23) Amicable settlement

In the event of any disagreement, dispute or difference arising between the parties hereto with regard to any term or condition herein or in any manner related to or connected with any right, liability or obligation hereunder shall be resolved by the parties amicably.

Where the parties are unable to arrive at an amicable settlement of any disagreement, dispute or difference, the matter in dispute shall be resolved in terms of the prevailing laws of the country.

(24) Indemnity

The Contractor shall indemnify the Bank, its customers, agents, servants and workmen against any theft or loss or damage to the property at the said premises or bodily injury sustained by it or them by reason of any act or negligence of the personnel of the contractor whilst performing their duties, and the Bank reserves the right to recover any such claim from the Contractor.

IN WITNESS WHEREOF the parties do hereunto and to another of the same tenor set their respective hands at the place and date herein before mentioned.

Duly Authorized Officers of **HDFC Bank**
Nishaman Karunapala General Manager/CEO &
Nimali Boteju AGM Administration
have placed their signatures hereto }

Duly Authorized Officers of
have placed their signatures
hereto }

Witnesses:

1.
Name

Designation

2.
Name

Designation

Notary Public

Section IV. Conditions of Contract

1. General Provisions

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Client
 - (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 6.2;
 - (e) “Client” means the party who employs the Service Provider
 - (f) “Party” means the Client or the Service Provider, as the case may be , and “ Parties” means both of them;
 - (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
 - (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
 - (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Client
 - (j) “Client’s Requirements” means the Client’s Requirements of the Service included in the bidding document submitted by the Service Provider to the Client
 - (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Client’s Requirements and Schedule of Activities included in the Service Provider’s Bid.
- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the 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 Service shall be performed at such locations as are specified in Appendix A, in the Client’s Requirements and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the Contract Data.

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.

2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 Intended Completion Date Unless terminated earlier pursuant Clause 2.7, the Service Provider shall complete the activities by the intended completion date as is specified in the Contract Data. If the Service Provider does not complete the activities by the intended completion date, it shall be liable to pay liquidated damage as per sub-Clause 3.6. In this case, the completion date will be the date of completion of all activities.

2.4 Age of janitors

Age of employees should not be more than 60 years. NIC should be submitted to the Administration Division

2.5 Staff requirement

Contractor will ensure that the number of janitors and supervisors will be stationed on each day, as more fully described in the Table A – Section VIII.

Contractor may at any time change the employees assigned to work at the HDFC Bank but will inform the Manager – Administration before making the necessary changes.

In the event of Contractor is unable to maintain the aforesaid number of employees agreed upon for stationing at the HDFC Bank, it is considered as the breach of the condition of contract.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract (Force Majeure) means and event which is beyond the reasonable control of a party and which makes a party's performance of its obligation under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be breach of , or default under, this Contract in so far 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.

2.6.3 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.7 Noncompliance & Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1

- (a) if the Service Providers do not deliver the relevant services as agreed, and/or in accordance with the requirement of the contract, and/or does not complete the contract work as agreed and/or
- (b) Abandon the contract and/or
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) if the Client, in its sole discretion, decides to terminate this Contract due to Bank is not satisfied with the work done by the janitors.

2.7.2. By the service provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.7.2 :

- (a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payments is overdue; or
- (b) if, as the result of Force majeure, the Service Providers are unable to perform a material portion of the Service for a period of not less that fifty six (56) days.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Service provider.

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- (b) except in the case of termination pursuant to paragraphs(a) , (b), (c), (d) of Clause 2.7.1. reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

<p>3.1 General</p>	<p>The Service Providers shall perform the services in accordance with the Client’s Requirements and the Activity Schedule and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Subcontractors or third parties.</p>
<p>3.2 Confidentiality</p>	<p>The Service providers, their subcontractors and the Personnel of either of them shall not either during the term or within two (2) years after the expiration of this disclose any proprietary or confidential information relating to the project ,the service, this contract, or the Client.</p>
<p>3.3Service Providers’ Actions Requiring Clint’s prior Approval</p>	<p>The service Providers shall obtain the Client’s Prior approval in writing before taking any of the following actions.</p> <ul style="list-style-type: none"> (a) Entering into a subcontract for the performance of any part of the Service (b) Changing the Program of activities; and (c) Any other action that may be specified in the Contract Data.
<p>3.4 Reporting Obligations</p>	<p>The Service Providers shall submit to the Client the reports and documents specified in Section III & VI.</p>
<p>3.5 Documents Prepared by the Service providers to be the Property of the Client</p>	<p>All plans, drawings, Client’ Requirements designs, and other documents and software submitted by the Service providers shall become and remain the property of the Client, and the service providers shall not later than upon termination or expiration of this contract, deliver all such document and software to the Client, together with a detailed inventory thereof. the service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.</p>

3.6 Liquidated Damages	All the B.O.Q. items are weighted equally. Therefore, if any item has not been completed by the Contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non-completion of the same work is repeated twice or more within contract period, 25% of the total quoted monthly payment will be reduced from respective bills. For the absentees the quoted rate for such person will be deducted for the number of days absent from the monthly bill concerned.
3.6.1 Correction for over Payment	if the intended completion date is extended after liquidated damages have been paid, the Client Shall Correct any over payment of liquidated damages by the Servicers Provider by adjusting the next payments certificates. The Service Provider shall be paid interest on the over payments, calculated from the dated of the payments to the date of repayments, at the rate specified in close 6.5
3.7 Performance Bond	The service provider shall provide the performance Bond to the Client no later than the date specified in the letter of acceptance the Performance Bond shall be issued to a sum of 5% of the total Contract sum and from and by a bank acceptable to the Client. The performance Bond shall be valid until end of 28 days from the completion date of the Contract.

4. Service of Provider's personnel

4. Removal and/or Replacement of Personnel	<p>(a) Except as the Client may otherwise agree, no changes shall be made in the key Personal. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personal, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Client finds that any of the Personal 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 Personal, then the Service Provider shall, at the Client's written request specifying the grounds there of provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Service Provider shall have no claim for additional cost arising out of or incidental to any removal and /or replacement of personal.</p>
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5. Obligation of the Client

5.1 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 increase or decrease the cost of Services rendered by the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the parties , and corresponding adjustment shall be made to the amount referred to in clauses 6.2 as the case may be
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6. Payment to the Service Provider

6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract price and shall be affixed lump-sum including all subcontractors' costs, and all other costs incurred by the service providers in carrying out the service. Except as provided in clause 6.1 the Contract Price may only be increased the amount 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 the price to be paid per annum for the performance of Services.

6.3 Payments for Additional Service, and Performance Incentive Compensation	For the purpose of determining the remuneration due for additional Service as may be agreed under clause 6.1, a breakdown of the lump-sum price provided.
6.4 Terms and Conditions of Payments	Payment will be made to the Service provider and according to the schedule stated in the contract Data. Unless otherwise stated in, the correct Data, first payment shall be made against the provision by the service provider of a bank guarantee for the same amount, and shall be valid for the for the period stated in the Contract Data. any other payment shall be made after the conditions submitted an invoice to the Client specifying the amount due.
6.5	Payments of the Contract fee shall be made within twenty-eight from the date of receipt of the bill of the previous month.

7. Quality Control

7.1 Identifying	The Client shall check the Service Provider's performance and notify him of Defects any Defects that are found. Such checking shall not affect the Service Provider's Responsibilities.
7.2 Correction of and Performance Penalty	<p>(a) The Client shall give notice to the Service Provider of any Defects before Defects, and the end of the Contract. The Defects liability period shall be extended for as Lack of long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Client's notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Client's notice, the Client will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described.</p>

8. Settlements of Disputes

8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of Or in correction with this Contract or its interpretation.	
8.2 Dispute Settlement	8.2.1	Any dispute arises between the Client and the Service Provider in connection with , or arising out of , the Contract or the provisions of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with Sub Clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
	8.2.2	The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under Sub Clause 8.2.3.
	8.2.3	The Party desiring arbitration shall nominate three arbitrations 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 service as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No. 11 of 1995, or any other amendments thereof.

Section V – Contract Data

No. of GC Provision	General Conditions of Contract
1.1 [c]	The contract name is : Janitorial, Cleaning & Maintenance Services 2024-2026 HDFC Bank of Sri Lanka.
1.1[e]	The client is the : General Manager, HDFC Bank of Sri Lanka
1.1[h]	The Service Provider is: [insert name]
1.4	The addresses are : Client : P O Box 2085, Colombo 02 Attention : AGM – Administration Telephone : 0112356800 Email : nimali.b@hdfc.lk Service Provider : Attention : Telephone : Email :
1.6	The authorized representative is : For the client : Manager – Administration Telephone : 0112356830 Email : seniorexe.adm@hdfc.lk For the service provider : Telephone : Email :
2.1	The date on which this Contract shall come into effect is the date of award of the contract [Note : The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank]
2.2	The starting date of the commencement of services is 07 [seven] days from the date of award of contract.
2.3	The period of contract is to be 24 months from the date of award of contract and subject to successful completion of initial three months' period.
2.5	Employees should be below 60 years of age.
2.6	Number of janitors and supervisors should be as described in Table A & B – Section VIII
3.6	The liquidated damages rate is 05% The maximum amount of liquidated damages for the whole contract is 10% of the final Contract Price.
3.7	Performance security – 05% of the total contract price
6.2	The amount is [insert amount]. As per price schedule.
6.5	Payment shall be made within Twenty-Eight [28] days of receipt of the invoice and the relevant documents.

Section (VI) Security Forms

Annexure A

Form of 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 present that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Client) (hereinafter called “the Client”) in the sum of [The Bidder should insert the amount of the Guarantee in words Figures] for which payment well and truly to be made to the said Client, the Bank binds Itself. Its successors, and assigns by these present.

Sealed with the common Seal of the said Bank this [day] day of [month], [year].

The condition 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 Client 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 instructions to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

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

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

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name and address]

Annexure B
form: Performance Bank Guarantee (unconditional)

To: *(name and address of Client)*

Whereas (name and address of Service Provider) (hereinafter called “the Service Provide “) has undertaken, in pursuance of contract No. (number) dated (date) execute (name of contract and brief description of Service) (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said Contract that the Services Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as cleaning 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 9 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 a foresaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank _____

Address _____

Date _____

Section VII – Clients’ Requirement
Priced Bill of Quantities
HDFC BANK OF SRI LANKA

Bill of Quantities for Janitorial, Cleaning and Maintenance Services of the
HDFC BANK OF SRI LANKA

Period:- One year from the date of contract award

NOTE:- TENDER PRELIMINERIES

- i) All the Bidders are requested to visit the location /site before pricing the BOQ.
Locations – HDFC Bank Head Office
37 branches
- ii) All the B.O.Q. items are weighted equally. Therefore, if any item has not been completed by the Contractor, the quoted amount for such item will be reduced from the monthly bill concerned. If the non- completion of the same work is repeated twice or more within contract period, 25% of the total quoted monthly payment will be reduced from respective bills. For the absentees the quoted rate for such person will be d e d u c t e d for the number of days absent from the monthly bill concerned.
- iii) You must ensure that the proper payment of allowances under the Wages Board Ordinance, Employees Provident Fund Act, Employees Trust Fund Act, Maternity Benefits Ordinance, Gratuities Act, Budgetary Relief Allowance Act and Labor Compensation Ordinance.

Item	Description of Work	Frequency	Rate	Total Amount per month without VAT	Total Amount per year without VAT
1	Maintenance of Cemented, Tiled, Rubber, carpet floors and all common areas (Including Staircases of branches except staircases at Head Office)				
(a)	Sweeping, Cleaning & damp mopping of all floors, Head Office and branch building	Daily			
(b)	Vacuum cleaning of carpeted floor/venetian/bamboo blinds/vertical blinds, upholstery of chairs	Once a Week			
(c)	Shampoo carpets and chairs	Once in a six months or as required.			
2	Interior/Exterior Glass and Partitions/Doors (Total area 12,766 Sqft)				
(a)	Washing and cleaning of interior and exterior glasses/cladding works.	Once a month or as required			
(b)	Washing and cleaning of exterior glasses of the Ground floor	Daily			
(c)	Wiping and cleaning of internal glass partitions, aluminum & timber window & door frames and doors, partitions etc. - of all the buildings	Daily			
03	Furniture, walls, ceilings & Electrical Fittings				
	Dusting, wiping and cleaning furniture/equipment/telephones	Daily			
	Dusting, wiping and cleaning, removal of dust, cobwebs etc., of walls, ceiling and corners, electrical fixtures and fittings, lights, fans, switches.	Once a month or as required			

Item	Description of Work	Frequency	Rate	Total Amount per month	Total Amount per year
04	Toilet and washrooms [trice a day]				
	Cleaning, washing & disinfecting of walls, floors, bowls, , wash basins, squatting pans, commodes, wall fixtures & surface water drains. Head office – No of washrooms + toilets = 20 Branches – No of washrooms + Toilets = 76	Daily			
	Deep cleaning and scrub down all toilets including walls and fittings	Once a week			
	Cleaning drains, waste water lines and manholes etc.,	Daily			
05	Pantry & Lunch Rooms [trice a day]				
	Cleaning and wet moping of lunch rooms <i>Head Office – 10 nos. lunch rooms</i> <i>Branches – 38 nos. lunch rooms</i>	Daily			
	Wash & Clean pantry sink and pantry tops	Daily			
06	External Areas around Building				
	Cleaning and sweeping of entire garden, open passages, car park	Daily			
	Maintaining Garden [watering, weeding, fertilizing, pest & disease controlling	Daily			
07	Garbage, Litter & Garden refuse collection & Disposal				
	Empty all dustbin in each divisions/branches	Daily			
	Collect all refuse from lunch rooms and dispose same as directed from the premises for the municipality to collect same.	Daily			
	Collection and removal of collected garden refuse and disposal on the same day using compassable black ploythene bags.	Once a week & or required			
08	Cleaning Gutters	Once a month & as required			
	Other taxes applicable if any [Please specify]				
	TOTAL WITHOUT VAT				
	TOTAL WITH VAT				

Please consider activities to be carried out deeply and the required manpower mentioned in Section VIII before quoting.

Total amount including VAT in figures : Rs.

In wards :

Signature of Tender :

Date :

Rubber Stamp :

(iv) Bidder should complete the following tables

Description	Janitor – Male	Janitor – Female	Supervisor
Daily wage			
Other allowances			
Rate of Overtime			
Total			

Jobs to be attended on request	Rate	Remarks
When necessary, should be able to provide additional labourers for the activities in the Bank.		rate per 8hrs a day

Section VIII

Table – A - Proposed manpower allocation

	Head Office	Branches	Wages per day (Rs.)	Wages for Holidays (Rs.)	Rate of Overtime(Rs.)
Male [janitors]	02				
Female [janitors]	08	38			
Supervisors	01	As required			

Table B - Deployment of Janitorial Staff

Building Description	Floor area Sq.ft.	No. of Washrooms/toilets	No. of lunchrooms	No. of Janitors 01 Supervisor for Head Office
Ground Floor Colombo Branch Recoveries/Credit/Technical/Stores	8234	06	01	04
1st Floor IT and Training Room	3790	01	01	01
2nd Floor HR/Admin/Risk/Credit Admin	3790	03	01	01
3rd Floor Legal/Operations/Compliance	3790	02	02	01
4th Floor Treasury/Business Development/Finance	3790	03	01	01
5th Floor – Offices Chairman/GM/COO/Board Secretary	3790	03	01	01
9th Floor Internal Audit/Govt.Audit	1500	02	02	01
Total required for Head Office				10 + 01 Supervisor
38 branches		Min 76 Nos.	38	38
TOTAL required				48 + 01 Supervisor for Head Office

Serial No.	Name of the Branch	Address	No of Sq.ft Approx.	No of Floors
1	Head Office	Sir Chiththampalam A Gardiner Mawattha, Colombo 02	18,000	06
2	Ambalangoda	15, Wickramasooriya Road, Ambalangoda	2500	3
3	Ampara	868, D.S. Senanayake Street, Ampara	1247	2
4	Anuradhapura	396/14, Court Place, Bandaranayake Mw., Anuradhapura	3200	2
5	Avissawella	79, Ratnapura Road, Avissawella	2576	3
6	Badulla	69/1/2, New Passara Road, Badulla	3000	2
7	Batticaloa	601A, Trinco Road, Veddukadu, Batticaloa	5652	2
8	Chilaw	No. 17, Fort Road, Chilaw	5050	2
9	Dambulla	No. 60, Kurunegala Road, Dambulla.	2016	2
10	Embilipitiya	93B, Malwatta Bldg., New Town Road, Embilipitiya	2350	1
11	Galle	04, Sri Dewamitta Mw., Galle	3500	3
12	Gampaha	27, Sisira Bldg., Ranatunga Mw., Gampaha	2900	2
13	Gampola	134, Kandy Road, Gampola	2000	1
14	Homagama	99, Station Road, Homagama	4000	3
15	Horana	125, Panadura Road, Horana	2500	2
16	Hyde Park	63, Hyde Park Corner, Col. 02	1000	1
17	Ja-Ela	170/A/1, Colombo Road, Ja-Ela	3760	2
18	Jaffna	127, KKS Road, Jaffna	1950	1
19	Kalutara	13, Gnanodaya Mw., Kalutara South, Kalutara	3420	3
20	Kandy	NHDA Building, Yatinuwara Veediya, Kandy	2806	1
21	Kegalle	371, Main Street, Kegalle	3178	2
22	Kiribathgoda	3M/1/1, National Housing Scheme Road, Kiribathgoda	5000	3
23	Kuliyapitiya	22/A, Parakrama Mw., Kuliyapitiya	2020	2
24	Kurunegala	42, Kandy Road, Kurunegala	2650	1
25	Matara	07, Old Market Road, Kotuwegoda, Matara	2840	1
26	Mathale	11, Kandy Road, Mathale	3230	2
27	Moneragala	310 & 310A, Wellawaya Road, Moneragala	1766	2
28	Nikaweratiya	58, Puttalam Road, Nikaweratiya	2300	2
29	Nittambuwa	48/1, Kandy Road, Nittambuwa	1860	1
30	Nugegoda	1st Floor, Railway Station, Nugegoda	1500	1
31	Nuwara Eliya	72, Park Road, Nuwara Eliya	1650	1
32	Peliyagoda	257/3, Negombo Road, Peliyagoda	1400	2
33	Piliyandala	84, Moratuwa Road, Piliyandala	3600	3
34	Polonnaruwa	Randombe Bldg., Hospital Junction, Polonnaruwa.	1850	1
35	Ratnapura	51, Main Road, Ratnapura	3600	2
36	Tangalle	31, Beach Road, Tangalle	3280	2
37	Tissamaharama	71, Main Street, Tissamaharama	2000	3
38	Trincomalee	28, North Coast Road, Trincomalee	2913	2
39	Vavuniya	113, Kandy Road, Vavuniya	1932	2

For further details and inspection of premises, please contact Manager – Administration via Tel. No 0112356830
Table C – Head Office and Branch Network

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