



THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRADE, COMMERCE AND FOOD SECURITY

BIDDING DOCUMENT

FOR

**Procurement of Office Premises on Lease for Ministry of
Trade, Commerce and Food Security**

NATIONAL COMPETITIVE BIDDING

IFB NO: MT/FIN/13/PRO/OFFICE BUIL./I.I

**Ministry of Trade, Commerce and Food Security
No. 492, R.A. De Mel Mawatha
Colombo 03**

Volume 1

Volume 1

- Section I: Instructions to Bidders (ITB)
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Section I: Instructions to Bidders (ITB)

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1 Scope of Bid

1.1. The Employer indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for obtaining of Services incidental there to be specified.

In Section V, schedule of requirements. The name and Identification number of this procurement are specified in the BDS. The name, identification, and number of lots (Individual contracts), if any, are provided in the BDS.

1.2. Throughout these Bidding Documents:

- a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day.

2 Source of Funds

2.1. Payments under this contract will be financed by the source specified in the BDS.

3 Ethics, Fraud and Corruption

3.1. The attention of the Bidders is drawn to the following guidelines of the Procurement Guidelines published by the National Procurement Agency:

Parties associated with Procurement Actions, namely, service providers and officials shall ensure that they maintain strict confidentiality throughout the process;

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Bidders are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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3.2. The Employer requires the Bidders, Suppliers, Contractors, and Consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and
- d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3. If the Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4 Eligible Bidders

4.1. All Bidders shall possess legal rights to provide office space under this contract.

4.2. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the

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design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

b) Submit more than one bid in this Bidding Process. However, this does not limit the participation of subcontractors in more than one bid.

4.3. A Bidder that is under a declaration of ineligibility by the Department of Public Finance (DPF), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of DPF, www.treasury.gov.lk.

4.4. Foreign Bidder may submit a Bid only if so stated in the BDS.

5 Eligible Services

5.1. The proposed property for rent shall be complying with all requirements of office purposes.

Contents of Bidding Documents

6 Sections of Bidding Documents

6.1. The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

6.2. The Bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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7 Clarification of Bidding Documents

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Employer in writing at the Employer's address specified in the BDS. The Employer will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8 Amendment of Bidding Documents

- 8.1. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing an addendum.
- 8.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents
- 8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 23.2.

Preparation of Bids

9 Cost of Bidding

- 9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

10 Language of Bid

- 10.1. The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Employer, shall be written in English language.

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11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- b) Bid Security in accordance with ITB Clause 20;
- c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Services conform to the Bidding Documents;
- d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to provide office space if its bid is accepted; and
- e) Any other document required in the BDS.

12 Bid Submission Form and Price Schedules

12.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13 Alternative Bids

13.1 Alternative Bids shall not be considered.

14 Bid Prices and Discounts

14.1. The Bidder shall indicate total rent on the Price Schedule.

14.2.

- a) Prices indicated on the Price Schedule shall include all taxes.
- b) However, VAT shall not be included in the lease value quoted but shall be indicated separately;

14.3. The lease value quoted by the Bidder shall be

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fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 29.

14.4. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the employer

14.5. The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

15 Currencies of Bid

15.1. Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16 Documents Establishing the Eligibility of the Bidder

16.1. To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17 Documents Establishing the Conformity of the Services

17.1. To establish the conformity of the Bidding Documents, the Bidder shall furnish part of its Bid the documentary evidence that the Schedule of Requirements.

17.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description given in Section V.

18 Documents Establishing the Qualifications of the Bidder

18.1. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction:

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- i. A Copy of deed and other documents (Title reports) to prove ownership of the building.
- ii. A Copy of Survey Plan
- iii. A copy of approved Building Floor plan issued by respective Local Authority/UDA
- iv. A copy of Certificate of Conformity issued by respective Local Authority/UDA
- v. A copy of Certificate from the Condominium Management Authority
- vi. If the Bidder is a Joint Venture, a certified/ attested copy of Business Registration and JV Agreement or the Memorandum of Understanding and if the Bidder is Limited Liability Company, a certified/ attested copy of the Certificate of Incorporation and Article of Association and if the Bidder is a partnership, a certified/ attested copy of the certificate of Business Registration.
- vii. If the Bidder has a Government valuation report, it should be submitted along with other documents.
- viii. Certificate of Registration issued in terms of the Public Contract Act No 03 of 1987.
- ix. Approval letter or document proofs of solid waste disposal arrangements obtain from respective Authority
- x. If the signatory not the owner of the building Power of attorneys should be submit with the bid document.
- xi. Drawings
 - Building Floor plan with
 - Opening schedules (Doors, Windows)
 - Emergency Exits
 - Service drawings
 - Electrical Drawings(Fittings, Wiring)
 - Plumbing Drawings(Waste water, Sewage water, Rain Water)
 - Mechanical Drawings
 - Fire detecting and protecting drawings
 - Air conditioning ducts

19 Period of Validity of Bids

- 19.1. Bids shall remain valid until the date specified in the BDS. A Bid valid for a shorter date shall be rejected by the Employer as non-responsive.

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19.2. In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20 Bid Security

20.1. The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.

20.2. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

- a) at the Bidder's option, be in the form of a Bank Draft, a letter of credit, or a Bank Guarantee from a Banking Institution;
- b) be issued by an institution acceptable to Employer. The acceptable institutes are published SBD.
- c) be substantially in accordance with the form included in Section IV, Bidding Forms;

be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 20.5 are invoked;
- d) be submitted in its original form; copies will not be accepted;
- e) Remain valid for the period specified in the BDS.

20.3. Any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Employer as non-responsive.

20.4. The Bid Security may be forfeited:

- a) if a Bidder withdraws its bid during the

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- period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - c) if the successful Bidder fails to:
 - i. sign the Contract in accordance with ITB Clause 38;

21 Format and Signing of Bid

- 21.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2. The original and the Copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22 Submission, Sealing and Marking of Bids

- 22.1. Bidders may always submit their Bids by mail or by hand.
 - a) Bidders submitting Bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes enclosed in one single envelope.
 - b) The inner and outer envelopes shall:

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- i. bear the name and address of the Bidder;
- ii. be addressed to the Employer in accordance with ITB Sub-Clause 23.1
- iii. bear the specific identification of this Bidding Process as indicated in the BDS; and
- iv. bear a warning not to open before the time and date for Bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

23 Deadline for Submission of Bids

- 23.1. Bids must be received by the Employer at the address and no later than the date and time specified in the BDS.
- 23.2. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 Late Bids

- 24.1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25 Withdrawal, and Modification of Bids

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- 25.1. A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required).
The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

Received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 23.

- 25.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 37.1.

- 25.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid Validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26 Bid Opening

- 26.1. The Employer shall conduct the Bid opening in public at the address, date and time specified in the BDS.

- 26.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Employer. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read

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out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at the Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

26.4. The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the Bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted Bids in time.

Evaluation and Comparison of Bids

27 Confidentiality

27.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2. Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.

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- 27.3. Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Employer on any matter related to the Bidding Process, from the time of Bid opening to the time of Contract Award, it should do so in writing.

28 Clarification of Bids

- 28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Employer may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered for purpose of evaluation. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the Evaluation of the Bids, in accordance with ITB Clause 30.

29 Responsiveness of Bids

- 29.1. The Employer's determination of Bid's responsiveness is to be based on the contents of the Bid itself.

- 29.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or If rectified would unfairly affect the

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competitive position of other Bidders presenting substantially responsive Bids.

- 29.3. If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30 Non conformities, Errors, and Omissions

- 30.1. Provided that a Bid is substantially responsive, the Employer may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

- 30.2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3. Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious

misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected; and

- c) If there is a discrepancy between words and

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figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31 Preliminary Examination of Bids.

31.1. The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2. The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

Price Schedules, in accordance with ITB Sub-Clause 14;

Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32 Examination of Terms and Conditions; Technical Evaluation

32.1. The Employer shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

32.2. The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

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- 32.3. If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Employer shall reject the Bid.

33 Evaluation of Bids

- 33.1. The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2. To evaluate a Bid, the Employer shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 33.3. To evaluate a Bid, the Employer shall consider the following:

The Bid Price as quoted in accordance with clause 14;

Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

- 33.4. The Employer's evaluation of a Bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids.

34 Comparison of Bids

- 34.1. The Employer shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 35

35 Post qualification of the Bidder

- 35.1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having

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submitted the lowest evaluated and substantially responsive Bids qualified to perform the Contract satisfactorily.

- 35.2. The determination shall be based upon an examination of the documentary evidence as well as inspection of the propose building and its layout.
- 35.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 36.1. The Employer reserves the right to accept or reject any bid, and to annul the Bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

37 Award Criteria

- 37.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 37.2. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 37.3. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 37.4. The Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

38 Signing of Contract

- 38.1. Within Seven (7) days after notification, the Employer shall complete the Agreement, and inform the successful Bidder to sign it.

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- 38.2. Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

Section VI: Conditions of Contract (CC)

Section VI : Condition of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Lease Agreement entered into between the Employer and the Lessor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Lease Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Lessor as specified in the Lease Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “CC” means the Conditions of Contract.
- (f) “Employer” means the entity seeking to obtain office premises on lease basis, as specified in the Contract Data.
- (g) “Related Services” means the services incidental to the obtaining of office premises, such as insurance, installation and maintenance and other such obligations of the Lessor under the Contract.
- (h) “Lessor” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Employer and is named as such in the Lease Agreement.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Lease Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Lease Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Employer as well as bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of

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facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and

(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Lessor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Lessor and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Lessor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Lessor.

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6. Joint Venture, Consortium or Association
- 6.1 If the Lessor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.
7. Eligibility
- 7.1 The Demised Premises supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Demised Premises supplied shall be complied to other internationally accepted standards, such as British Standards.
8. Notices
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. Governing Law
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes
- 10.1 The Employer and the Lessor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Lessor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Employer shall pay the Lessor any monies due the Lessor.
11. Owners’s Responsibilities
- 11.1 Lessor shall effect maintenance which may be required from time to time to the Premises.

Section VI: Conditions of Contract (CC)

12. Contract Price
- 12.1 The Price/Rent charged by the Lessor for the Demised Premises under the Contract shall not vary from the prices quoted by the Lessor in its bid.
13. Terms of Payment
- 13.1 The Contract Rent, shall be paid as specified in the Contract Data.
- 13.2 Payments shall be made promptly by the Lessor, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Lessor, and after the Employer has accepted it.
14. Taxes and Duties
- 14.1 The Lessor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until and after obtaining of the office premises by the Employer
15. Confidential Information
- 15.1 The Employer and the Lessor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- 15.2 The Employer shall not use such documents, data, and other information received from the Lessor for any purposes unrelated to the contract. Similarly, the Lessor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.
- 15.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 15.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
16. Limitation of Liability
- 16.1 Except in cases of criminal negligence or willful misconduct,
- a) the Lessor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, provided that this exclusion shall not apply to any obligation of the Lessor to pay liquidated damages to the Employer and
- b) the aggregate liability of the Lessor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.
17. Change in Laws and Regulations
- 17.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the

Section VI: Conditions of Contract (CC)

Effective Date and/or the Contract Price, then such Effective Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Lessor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 11.

18 Force Majeure

The Lessor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Lessor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Lessor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the Lessor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Lessor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19 Change Orders and Contract Amendments

19.1 The Employer may at any time order the Lessor through notice in accordance CC Clause 8, to make changes within the general scope of the Contract.

19.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Lessor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Lessor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Lessor's receipt of the Employer's change order.

19.3 Prices to be charged by the Lessor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Lessor for similar services.

19.4 19.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Section VI: Conditions of Contract (CC)

20 Termination

20.1 Termination for Default

- (i) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Lessor, may terminate the Contract in whole or in part:

if the Lessor fails to perform any other obligation under the Contract; or

If the Lessor, in the judgment of the Employer has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

20.2 Termination for Insolvency.

The Employer may at any time terminate the Contract by giving notice to the Lessor if the Lessor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Lessor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer

20.3 Termination for Convenience.

The Employer, by notice sent to the Lessor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Lessor under the Contract is terminated, and the date upon which such termination becomes effective.

21 Assignment

21.1 Neither the Employer nor the Lessor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII: Contract Forms

Section VIII: Contract Forms

Draft Lease Agreement

This contract agreement is made and entered on theday of in 2023 BY and BETWEEN

(1) **Ministry of Trade, Commerce and Food Security** having its principal registered office at No: 492, R.A De Mel Mawatha Colombo 03, Sri Lank hereinafter called “the Lessee”), and

(2)
[Name of Lessor], a Company or Individual and having its principal place of business at [..... address] (hereinafter called “the Lessor”).

WHEREAS the Lessee invited bids for office premises on lease for Ministry of Trade, Commerce and Food Security of Sri Lanka and has accepted a Bid by the Lessor for lease out the office building in the sum of Rs..... (hereinafter called “the Contract Price”).

This Lease Agreement is entered and accepted on the following terms and conditions.

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Lessor and the Lessee, and each shall be read and construed as an integral part of the Contract:

- (a) This lease Agreement
- (b) Contract Data (c) Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications) (e) The Supplier’s Bid and original Price Schedules
- (f) The Notification of Award

3. This Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Lessee to the Lessor as hereinafter mentioned, the Lessor hereby covenants with the Lessee to fulfill the requirements therein in conformity in all respects with the provisions of the Agreement.

5. Both parties agree that the monthly lease of Rupees
(Rs) should be paid to the Lessor on or before thedate of each and every month under the conditions mentioned hereof.

6. The commencing date of this lease is onday of.....20..... and ending on day of20..... where the period of the lease is for Three (03) Years.

5. Use of the accommodation

5.1 The demised building should be completed with fully tiled or terrazzo flooring usable floor area between 40,000 sq. ft - 45,000 sq.ft.

Section VIII: Contract Forms

5.2 The building should be ready for occupation at the time of signing of this Agreement. Ability to use the floor areas for office rooms, conference hall, reception area etc. or be able to make alterations to meet the requirements of Ministry of Trade, Commerce and Food Security as and when required and the consent of the Lessor of the should be given to make such alterations.

5.3 Preferably consider the parking space inside the building premises should accommodate around 30-40 officers' vehicles at a time comprising of **a high roof van and other long vehicles** where necessary.

5.4 The parking space reserved in a public or legally allocated parking area within 100-150 m proximity to the demised building to accommodate a minimum of 10 vehicles for customers at a time.

5.5 Separate toilets and wash rooms for Gents and Ladies for use of 180 – 200 persons should be in the demised building.

5.6 High capacity complete 3 phase electricity supply should be facilitated to run 150 Personnel Computers and stand by High capacity generator for the use during power interruption, power failure or long hours power cuts. Generator should be maintained by the Lessor.

5.7 Access facility in the building premises should be safe and easy to use by differently able people.

5.8 Arrangements made for surface water drainage/ sewage and solid waste disposal should be there and solid waste management clearance should have been obtained from the relevant authorities so as to ensure solid waste removal from premises periodically.

5.9 The Lessor should provide Telephone facilities to use for land lines.

5.10 Continuous supply of drinking and other water facilities including high capacity water tank should be facilitated by the Lessor.

5.11 Fire safety equipments should be maintained by the Lessor.

5.12 Elevator facility for all floor areas of the building should be well maintained by the Lessor.

5.13 Availability of security facilities/spaces should be in the demised premises

5.14 The demised premises should be facilitated with Air conditioning facility to supply over 100 persons.

6 Lessee's Responsibilities and Rights

6.1 The Lessee must report any damage to the accommodation, or the common parts, or the

Section VIII: Contract Forms

need for repairs or maintenance, as soon as reasonably practicable. The Lessee must immediately report to the landlord any emergencies affecting the accommodation including interruption to the supply of water, gas and electricity.

6.2 The Lessee is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of appliances and internal decoration. The Lessee must keep the accommodation in a reasonable state of cleanliness and decoration.

6.3 The Lessee is responsible for repair (including replacement) of damage to the accommodation. For the avoidance of doubt the Lessee must bear the cost of clearing blocked drains caused by gully traps, or clearing waste pipes inside individual dwellings where the obstruction has been caused by misuse.

6.4 The Lessor agrees that the Lessee is entitled to do following alterations:

- Enlarge the accommodation
- add new fixtures or fittings to the accommodation
- install external satellite aerials or dishes
- erect any type of sign, flag or advertisement visible from outside the accommodation
- erect a shed, garage or other structure at the accommodation
- decorate the outside of the accommodation

6.5 The Lessee cannot be evicted from the property without the correct notice to quit and a possession order issued by a court of law if the notice to quit has expired, although the Lessee may be liable for legal costs incurred if an order is issued.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

Signed by the Lessor

Name

Signature

Date

Name of witness 1

Signature

Date

Address of witness

Section VIII: Contract Forms

Name of witness 2

Signature

Date

Address of witness

Signed by the Lessee

Name

Title/ Designation

Signature and Date

Common Seal

Name of witness 1

Signature

Date

Address of witness

Name of witness 2

Signature

Date

Address of witness

Volume 2

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bids

Section II. Bidding Data Sheet (BDS)

Section II. Bidding Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	<p>The Employer is: Secretary, Ministry of Trade, Commerce and Food Security, No. 492, R.A. De Mel Mawatha, Colombo 03.</p> <p>The name of the contract is: Procurement of Office Premises on lease for Ministry of Trade, Commerce and Food Security The identification number of the NCB is: MT/FIN/13/PRO/OFFICE BUIL./I.I</p>
ITB 2.1	<p>The Source of Funding is: GOSL</p>
	B. Contents of Bidding Documents
ITB 7.1	<p>For Clarification Purposes only, the Employer's address is:</p> <p>Attention: Chief Accountant</p> <p>Address: Ministry of Trade Commerce and Food Security, No. 492, "M" Floor, R. A De Mel Mawatha, Colombo 03.</p> <p>City: Colombo 03</p> <p>Telephone: 011-2110577</p> <p>Facsimile number: 011-2110579</p> <p>Electronic mail address: procu@trademin.gov.lk</p>

Section II. Bidding Data Sheet (BDS)

	C. Preparation of Bids
ITB 11.1 (e)	<p>The Bidder shall submit with its offer the following documents:</p> <ol style="list-style-type: none"> i. A copy of deed and other documents (Title reports) to prove ownership of the building. ii. A copy of Survey Plan. iii. A copy of Approved Building Floor plan issued by respective Local Authority/UDA iv. A copy of Certificate of Conformity issued by respective Local Authority/UDA v. A copy of Certificate from the Condominium Management Authority vi. If the Bidder is a Joint Venture, a certified/ attested copy of Business Registration or the Memorandum of Understanding and if the Bidder is Limited Liability Company, a certified/ attested copy of the Certificate of Incorporation and Article of Association if the Bidder is a partnership, a certified Business Registration / attested copy of the Business Retraining s. vii. If the Bidder has a Government valuation report, it should be submitted along with other documents. viii. Certificate of Registration issued in terms of the Public Contract Act, No. 03 of 1987. (The procurement shall not be awarded to any bidder unless such bidder has submitted the Certificate of Registration issued in terms of the Public Contract Act to the Procurement Committee). ix. Approval letter or document proofs of solid waste management clearance obtain from respective Authority or acceptable method of waste disposal system. x. If the signatory not the owner of the building Power of attorneys should be submit with the bid document. xi. Drawings <ul style="list-style-type: none"> • Building Floor plan with • Opening schedules (Doors, Windows) • Emergency Exits • Service drawings • Electrical Drawings (Fittings, Wiring) • Plumbing Drawings (Waste water, Sewage water, Rain Water) • Mechanical Drawings • Fire detecting and protecting drawings • Air conditioning ducts
ITB 14.5	The prices quoted by the Bidder shall be: Rental should be fixed for period of 3 years.
ITB 19.1	The bid should be valid up to 17.05.2024

Section II. Bidding Data Sheet (BDS)

ITB 20.2	Bid shall include “ Bid Securing Declaration ” using the form included in Section IV Bidding Forms.
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the Bid, the number of copy is: one (01)
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification Mark: “ Procurement of Office Premises on Lease for Ministry of Trade, Commerce and Food Security ”
ITB 23.1 & ITB 24.1	Bids must be delivered or deposited in the Tender Box at the Finance Division, “M” Floor, No. 492, R.A. De Mel Mawatha, Colombo 03 on or before 3.00 pm of 16.02.2024
ITB 26.1	<p>The bid opening shall take place at: Address – Ministry of Trade, Commerce and Food Security “M” Floor, Finance Division (Conference Room) No. 492, R.A. De Mel Mawatha, Colombo 03.</p> <p>Date - 16.02.2024 Time - 3.00 pm</p> <p>Bids will be opened immediately after the closing time on the same day (16.02.2024) in the presence of the bidders’ representatives who choose to attend in person.</p>
E. Evaluation and Comparison of Bids	
ITB 35.3	<p>The substantially Lowest Evaluated Bid shall be determined considering the following factors.</p> <ol style="list-style-type: none"> i. Compliance of square feet rate offered by the bidder with the Government Chief Valuer’s estimation ii. Compliance with the schedule of requirement iii. Completeness of the bid documents and submission of required documents as mention in BDS

Section III. Evaluation and Qualification Criteria

Section III. Evaluation and Qualification Criteria

Evaluation:

This Section complements the Bidding Data Sheet. It contains the criteria that the Employer used to evaluate a Bid and determine whether a Bidder had required qualifications. No other criteria shall be used.

At the Preliminary evaluation stage verify the eligibility, legal capacity, submission of bid security and form of bids.

The qualified bidders will be evaluated on the following criteria's;

- Compliance of square feet rate offered by the bidders with the Government Chief Valuer's estimation
- Compliance with the schedule of requirement
- Completeness of the bid documents and submission of required documents as mention in BDS

Post Qualification:

Subsequent to evaluation of substantially responsive Bids, the Employer shall make arrangements to visit the premises in order to ascertain the information provided in the Bidding Documents and to determine the suitability of the said premises with the requirements of the Employer. It should be able to make alterations to meet the requirements of the Ministry of Trade, Commerce and Food Security as and when required.

Section IV: Bidding Forms

Section IV: Bidding Forms

Bid Submission Form

Date:.....
[insert date (as day, month and year) of Bid Submission]

No.:

To Chairman, Ministry Procurement Committee, Ministry of Trade, Commerce and Food Security, No:492, R.A De Mel Mawatha

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

.....
.....

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following *[* insert a brief description of the Goods and Related Services]*;

.....
.....
.....

(c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;

.....
.....

(d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;

.....
.....

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

Section IV: Bidding Forms

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

.....

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

.....
.....

Name: *[insert complete name of person signing the Bid Submission Form]*

.....
.....

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

.....

Dated on _____ day of _____, _____ *[insert date of sign)*

Rubber stamp:

Section IV: Bidding Forms

Bid-Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]

Date: *(Insert date by bidder)*

*Name of contract: **Procurement an Office Premises on Lease** *[insert na*

*Contract Identification N^o: *[insert number]*

*Invitation for Bid No.: **MT/FIN/13/PRO/OFFICE BUIL./I.I** *[insert number]*

*To: **Secretary, Ministry of Trade, Commerce and Food Security** *[insert the name of the Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Section IV: Bidding Forms

.....
Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

.....
Name *[insert printed or typed name]*

.....
Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

.....
Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Section IV: Bidding Forms

Section V: Schedule of Requirement

Description	Requirement
Period of Lease	Minimum period of three (03) Years
Location	Location: Preferably within Colombo city area or Battaramulla, Rajagiriya area on main road or approximately 300m or less distance away from the main road with minimum 15 feet wide road and easy access if located in a by road.
Required space	Completed fully tiled or terrazzo flooring usable floor area between 40,000 sq. ft - 45,000 sq.ft with air conditioning facilities and other requisite facilities as mentioned in the bidding document. The building should be ready for occupation at the time of submission of bid by the bidder. Ability to use the floor areas for office rooms, conference hall, reception area etc. or be able to make alterations to meet the requirements of Ministry of Trade, Commerce and Food Security as and when required and the consent of the owner of the building (bidder) should be given to make such alterations.
Parking space	Preferably consider the parking space inside the building premises should accommodate around 30-40 office vehicles at a time comprising of a high roof van and other long vehicles where necessary. The parking space reserved in a public or legally allocated parking area within 100-150 m proximity to the proposed building to accommodate around 10 vehicles for Customers at a time and if the said Parking area belongs to a third party, the required permission in writing should be submitted with the bid.
Sanitary facilities	Separate toilets and wash rooms for Gents and Ladies for use of 180 – 200 persons.
Other requirements	<ul style="list-style-type: none"> i. High capacity complete 3 phase electricity supply facilitating to run 150 Personnel Computers and stand by High capacity generator for the use during power interruption, power failure or long hours power cuts. Generator should be maintained by the building owner. ii. Access facility in the building premises should be safe and easy to use by differently able people. iii. Arrangements made for surface water drainage/ sewage and solid waste disposal should be mentioned clearly and solid waste management clearance should have been obtained from the relevant authorities so as to ensure solid waste removal from premises periodically.

Section IV: Bidding Forms

	<ul style="list-style-type: none"> iv. Telephone facilities to use for land lines. v. Continuous supply of drinking and other water facilities including high capacity water tank. vi. Fire safety equipment maintained by the building owner and CCTV camera vii. Elevator facility for all floor areas of the building, which should be well maintained by the building owner. viii. Availability of security facilities/spaces for the premises ix. Air conditioning facility to supply over 190 persons x. The building should be ready for occupation at the time of submission of tender documents by the bidder. xi. Compliance of square feet rate with the Government Chief Valuer's estimation xii. Close proximity xiii. Clear ownership of the premises and approved building floor plan xiv. Outdoor and Indoor appearance xv. Interior structure should be compatible for an office environment
Owners profile	<ul style="list-style-type: none"> i. Address: ii. Telephone numbers: iii. Address of quoted building:
Required Documents	<ul style="list-style-type: none"> i. A copy of deed and other documents (Title reports) to prove ownership of the building. ii. A copy of Survey Plan. iii. A copy of Approved Building Floor plan issued by respective Local Authority/UDA iv. A copy of Certificate of Conformity issued by respective Local Authority/UDA v. A copy of Certificate from the Condominium Management Authority vi. If the Bidder is a Joint Venture, a certified/ attested copy of Business Registration or the Memorandum of Understanding and if the Bidder is Limited Liability Company, a certified/ attested copy of the Certificate of Incorporation and Article of Association if the Bidder is a partnership, a certified/ attested copy of the Business Registration. vii. If the Bidder has a Government valuation report, it should be submitted along with other documents. viii. Certificate of Registration issued in terms of the Public Contract Act, No. 03 of 1987. ix. Approval letter or document proofs of solid waste

Section IV: Bidding Forms

	<p>management clearance obtain from respective Authority or acceptable method of waste disposal system.</p> <p>x. If the signatory not the owner of the building Power of attorneys should be submit with the bid document.</p> <p>xi. Drawings</p> <ul style="list-style-type: none">• Building Floor plan with• Opening schedules (Doors, Windows)• Emergency Exits• Service drawings• Electrical Drawings(Fittings, Wiring)• Plumbing Drawings(Waste water, Sewage water, Rain Water)• Mechanical Drawings• Fire detecting and protecting drawings• Air conditioning ducts• Elevator System• Telephone/Network
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Section IV: Bidding Forms

2. List of Drawings

These Bidding Documents includes [insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No	Drawing Name	Purpose

Section IV: Bidding Forms

Price Schedule (in LKR)

Building Rent Details

Description (Name/ Address of the Building)	Rent for month (Without Taxes)	Rent for month (With Taxes)	Total Rental Value for 3 years (Without Taxes)	Total Rental Value for 3 years (With Taxes)

VAT Reg. No. :

Name :

Designation :

Signature :

Date :

Rubber Stamp

Duly authorized to sign the Bidder or on behalf of :

(If the signatory not the owner of the building Power of attorneys should be submit with the bid document.)

Name :

Designation :

Signature :

Date :

Rubber Stamp

Note: The square feet rate estimated by the Government Chief Valuer will be considered in the bid evaluation process.

Section VII: Contract Data

Section VII: Contract Data

The following Special Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(f)	The Employer is: Secretary, Ministry of Trade, Commerce and Food Security
CC 5.1	The language shall be: English
CC 6.1	The individuals or firms in a joint venture, consortium or association are jointly and severally liable.
CC 8.1	For notices , the Employer's address shall be: Attention: Secretary Address: Ministry of Trade, Commerce and Food Security, No. 492, R.A De Mel Mawatha,Colomo 03
CC 9.1	The governing law shall be: Governing Laws of Sri Lanka
CC 11.1	The owner of the building shall be responsible for carrying out major type maintenance of the premises (more than Rs. 50,000.00). In case the owner fails to attend to such repairs the Employer will get the repairs done and the amount will be deducted from the lease rent.
CC 12.1	The price adjustment shall not be applicable.
CC 13.1	No advances will be paid to the owner of the Building and the monthly rental of the building will be paid during the first week of the following month.



Invitation for Bids

Procurement an Office Premises on Lease Ministry of Trade, Commerce and Food Security

1. Sealed bids are hereby invited from eligible and qualified bidders to “**procure an office premises on lease**” for the Ministry of Trade, Commerce and Food Security **for 3 years period.**
2. The Bidding will be conducted through the **National Competitive Bidding** procedure.
3. Following minimum requirements are required.
 - **Location:** Preferably within Colombo city area or Battaramulla, Rajagiriya area on a main road or approximately 300 m or less distance away from the main road.
 - **Required Space:** Usable floor area of fully tiled or terrazzo flooring to an extent between 40,000 sq.ft - 45,000 sq.ft with air conditioning facilities and other requisite facilities as detailed in the bidding document.
 - **Parking Space:** The parking space inside the building premises should accommodate around 30 - 40 office vehicles.
4. Bidding Documents could be obtained from the “**M**” Floor, Finance Division, Ministry of Trade, Commerce and Food Security, No. 492, R.A De Mel Mawatha, Colombo 03 upon payment of a **non-refundable fee of Rs. 20,000 in cash.** Bidding Documents will be issued from **29th January 2024 to 15th February 2024** on working days, between **9.00 a.m. to 3.00 p.m.** and will be available in the www.trade.gov.lk (**Downloads → Ministry Notifications**)
5. All bids must be accompanied by a Bid Securing Declaration included in Section IV bidding form.
6. Duly Completed bids in 02 copies indicating “**Original**” and the “**Duplicate**” should be delivered by registered post to the below mentioned address or deposited in the Tender Box kept at the **Ministry of Trade, Commerce and Food Security, “M” Floor** on or before **3.00 p.m. on 16th February 2024.** Late bids will be rejected. The top left-hand corner of the envelope enclosing the bidding documents should be marked as “**Procurement an office premises on Lease**”. Bids will be opened immediately after the bid closing time in the presence of Bidders or their authorized representatives.

7. A Pre-Bid meeting will be held **on 06th February 2024 at 10.00 am at the “M” Floor, Ministry of Trade, Commerce and Food Security** and interested bidders are invited to participate for pre-bid meeting.
8. The decision of the Ministry Procurement Committee will be the final.
9. Please contact Chief Accountant on 011-2 110 577 for further information.

Chairman
Ministry Procurement Committee
Ministry of Trade, Commerce and Food Security
No. 492, R.A De Mel Mawatha.
Colombo 03