

## **AGREEMENT**

This agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this (Date) by and between;

....., A company duly incorporated in the said Republic of Sri Lanka under registration number.....its registered office at ..... (hereinafter called and referred to as 'The Company' which term of expression as herein used shall were the where the context so required or admits mean and include the said ..... (Its Successors and assigns) on the one part

AND

Ministry of Trade, Commerce, Food Security and Co-operative Development of the Socialist Republic of Sri Lanka  
.....  
.....having its office at No. 492, R.A.D. Mel Mawatha, Colombo 03. Herein after called and referred as the 'client' which term

Of expression as herein used shall were the context so requires and admits mean and include the said ..... The Secretary for the time being representing the..... acting on behalf of the democratic Socialist Republic of Sri Lanka as the second part

AND

Whereas the client requires security services to be provided at ..... with effect from ..... On the terms and conditions herein after stipulated

AND

As a company providing security services in respect of premises of the client, the company has agreed to provide the said security services at *aforesaid* address with effect from ..... ending on .....for a period of one year on the terms and conditions herein after stipulated.

### **THIS INDENTURE WITNESSETH AS FOLLOWS: -**

1. The following documents shall be deemed to form and be read and construed as part of this agreement,
  - Bid Document
    - Section I. Instructions to Bidders (ITB)
    - Section II. Data Sheet
    - Section III. Schedule of Requirements
    - Section V. Quotation submission Form
    - Price Schedule
    - Format of Bid Security
    - Format for Performance Bond

2. a). The company undertakes to deploy security officers of the rank and in the numbers hereinafter mentioned at the rates specified below.

Rank	Number of SO	Shift 12 Hours	Rate per shift (Rs.)	No of shifts per month	Total (Rs.)
OIC	01	0700h-1900h(Day)			
SO	01	0700h-1900h(Day)			
FSO	01	0700h-1730h(Day)			
OIC	01	1900h-0700h (Night)			
SO	01	1900h-0700h(Night)			

b.) The above rates are subject to the Taxes imposed by the Government such as VAT and any other taxes and levies if any.

C.) The above deployed security officers shall be subject to the changes as agreed by the both parties in writing. Accordingly, the payment shall be made by the Client to the company as calculating the number of security officers deploying each month.

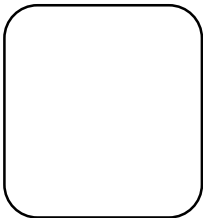
3. The client will be agreed to meet the annual increase in the rates resulting from the increments payable to the security officers in accordance with the direction of the wages Board for the security service trade as per the Wages Boards Ordinance.
4. A performance evaluation will be carried out by the Client and the Company will be reviewed accordingly. The company shall adhere with the recommendation in this performance evaluation.
5. The payment due to the company is based on the rates specified as applicable to the category and number of security officers deployed at the client's premises and on the number of the days the service is provided.
6. The company shall make every effort to safeguard, protect and secure all movable and immovable in and at the client's premises and shall perform the services efficiently and diligently.
7. All dispute or differences arising out of or under this agreement shall be resolved through negotiation and if not so resolved the dispute or differences shall be referred to the appropriate Court of Law or both parties agreeing, referred to arbitration in terms of the Arbitration act No 11 of 1995.

8. The either party is entitled to terminate this contract upon giving 3 months' advance notice in writing to the other party prior to the expiry of the period specified herein.
9. Parties to this agreement hereby agree and acknowledge that this agreement shall be governed by and construed in accordance with the laws of Sri Lanka.
10. This agreement shall be in force from ..... Ending on .....till terminated by either party giving the other, three months' notice in writing.
11. This agreement shall be deemed to have been made in Colombo and the parties hereto agree to the jurisdiction of the appropriate Court of Law for the determination of any matter relating to this agreement.
12. Both parties acknowledge that legal action may be taken in accordance with the laws of Sri Lanka in the event of a breach of the terms of this Agreement.
13. The Company shall furnish a performance security of 5% of the total contract value for a period of one year from commercial bank, as a guarantee that the Company will perform the services in accordance with the terms of the aforementioned contract. The said amount can be a bank guarantee from a commercial bank or shall be deposited with the Shroff of this Ministry. It shall be valid for 28 days from the date of expiry of the contract period of one year.
14. Above mentioned all conditions and terms of this agreement stand unchanged even in a change of establishment of the client. Specially above mentioned conditions No 02 and 03 remain unchanged irrespective of a change in the place of establishment of the "client."

In witness thereof the company has affixed its common seal in the presence of two.....(Designation)..... who set their hands and affixed left thumb impression and the secretary namely..... of the "client" has set his hands and affixed his left thumb impression hereunto and one other of the same tenor at the place and on the date mentioned at the beginning hereof.

The common seal of  
.....  
.....  
.....  
.....  
.....  
Is affixed here unto in the presence of  
**Designation**

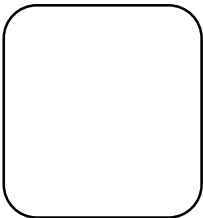
(Common Seal)



.....  
Signature

Left thumb impression

**Director 01**

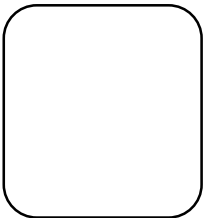


.....  
Signature

Left thumb impression

**Director 02**

The signature of the Secretary to the  
Ministry of Trade, Commerce, Food  
Security and Co-operative  
Development



.....  
Signature

Left thumb impression

**WITNESS :01**

Signature:.....

Name:  
.....

NIC No :  
.....

**WITNESS :02**

Signature:.....

Name:  
.....

NIC No :  
.....

