
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HEALTH AND MASS MEDIA

District General Hospital – Hambanthota and Nursing Training School

**SUPPLY OF SECURITY SERVICES
FOR THE YEAR 2026 - 2029**

Table of Content

| | |
|---------------------------------------|--------|
| Invitation for Bids | 03-06 |
| Instructions to Bidders | 08-20 |
| Evaluation and Qualification Criteria | 22-23 |
| Check List | 24 |
| Bidding Forms | 26 |
| Price Schedule, Form of Bid Security | 29-32 |
| Conditions of Contract | 34 -42 |
| Contract Formats | 43 |

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)
MINISTRY OF HEALTH AND MASS MEDIA
SUPPLY OF SECURITY SERVICES FOR THE YEAR
2026 - 2029

- 1) The Chairman Ministry Procurement Committee “C” on behalf of the Ministry of Health and Mass Media now invites sealed bids from eligible and qualified bidders for **Supply of Security Services** for a period of three (03) years for the **19 hospitals/ institutions** listed below.
- 2) Bidding will be conducted through National Competitive Bidding Procedure.
- 3) To be eligible for contract award the successful bidder shall meet the following requirements:
 - a) The bidder shall be a limited liability company or partnership or sole proprietor registered with the Registrar of Companies/ Provincial Council/ Divisional Secretariat with valid business registration.
 - b) The bidder shall have a valid license issued **by the Ministry of Defence**
 - c) The bidder shall have been operating in Sri Lanka for the supply of security services at least for a period of three (03) years successfully within last five years and shall be capable of demonstrating with documentary evidences, their track record of at least for three (03) years in supply of security services.
 - d) The bidder shall not have been black listed by Ministry of Health and Mass Media or any other government organization previously.
- 4) Bidder shall meet the requirements of qualifications criteria stipulated in bidding document.
- 5) Interested eligible bidders may obtain further information from, Senior Assistant Secretary, Procurement Management Division, 2nd floor, No 106, Ministry of Health and Mass Media, Dudley Senanayake Mawatha, Colombo 08. (Tel: 011-2112715/ 0112112713).

- 6) A complete set of bidding documents in English language can be obtained by interested bidders from **08.06.2026** until **01.07.2026** through the Ministry of Health and Mass Media website at <https://www.health.gov.lk/tenders-procurements/> and www.promise.lk. A non-refundable document fee for each hospital/institute, as specified below, shall be deposited to Account No. 7040244 maintained at the Bank of Ceylon (Taprobane Branch), Ministry of Health and Mass Media, through a commercial bank. The relevant hospital/ institution **contract number** shall be indicated in the **Reference** field of the deposit slip. Submission of the **Customer copy** of the deposit receipt together with the bid is mandatory.
- 7) When a bidder submits a bid for more than one contract, a separate bid shall be submitted for each contract. Each bid shall constitute a complete set of documents.
- 8) Bidders are required to refer to the Ministry Website for pre - bid addenda and other relevant updates and check it regularly until bid closing.
- 9) Original & Duplicate bids shall be sealed separately and marked outside of the sealed envelope clearly as “Original” and “Duplicate”. Both the Original & Duplicate sealed envelopes shall then be enclosed together in a single outer envelope. The contract number and the name of the respective hospital/institution shall be clearly indicated at the top left- hand corner of the outer envelope. The bid shall be placed in the tender box made available at Procurement Management Division, 2nd floor, No 106, Ministry of Health and Mass Media, Dudley Senanayake Mawatha, Colombo 08 or sent by registered post addressed to the Chairman, Ministry Procurement Committee “C”, Ministry of Health and Mass Media, at the above address to reach on or before 10.00 hrs on **01.07.2026** Late bids will be rejected. Bids will be opened soon after closing, in the presence of the bidders’ representatives who choose to attend at the above address.
- 10) Bids shall be valid up to **27.10.2026**
- 11) All bids shall be accompanied by a Bid Security, which shall be in the form included in the Bidding Document, issued in favor of **Secretary, Ministry of Health and Mass Media**, No. 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10 for an amount as follows valid up to **25.11.2026** issued by a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka as per Clause 11 of Instructions to Bidders.

| | Name of The Hospital/ Institute | Contract Number | Bid Bond (Rs.) | Bid Document Fee (Rs.) | Minimum Overdraft facility required from a bank (Rs.) |
|----|---|----------------------|-------------------|------------------------------|---|
| 01 | District General Hospital- Nuwara Eliya | MH/PB/05/SEC/01/2026 | 1,374,444.00 | 3,500.00 | 7,635,800.00 |
| 02 | General Hospital – Ampara and Nursing Training School | MH/PB/05/SEC/02/2026 | 1,268,340.00 | 3,500.00 | 7,046,325.00 |
| 03 | General Hospital – Matara and affiliated Institutions | MH/PB/05/SEC/03/2026 | 1,990,656.00 | 12,500.00 | 11,059,200.00 |
| 04 | Base Hospital – Gampola (Teaching) | MH/PB/05/SEC/04/2026 | 825,741.00 | 3,500.00 | 4,587,445.00 |
| 05 | Teaching Hospital – Kurunegala and Nursing Training School | MH/PB/05/SEC/05/2026 | 1,998,705.00 | 12,500.00 | 11,103,910.00 |
| 06 | District General Hospital – Hambanthota and Nursing Training School | MH/PB/05/SEC/06/2026 | 2,124,630.00 | 12,500.00 | 11,803,495.00 |
| 07 | General Hospital – Polonnaruwa and affiliated Institutions | MH/PB/05/SEC/07/2026 | 1,749,537.00 | 12,500.00 | 9,719,650.00 |
| 08 | Teaching Hospital – Jaffna and Nursing Training School | MH/PB/05/SEC/08/2026 | 2,177,682.00 | 12,500.00 | 12,098,230.00 |
| 09 | Teaching Hospital - Kegalle | MH/PB/05/SEC/09/2026 | 772,689.00 | 3,500.00 | 4,292,705.00 |
| 10 | Base Hospital - Pothuvil | MH/PB/05/SEC/10/2026 | 548,706.00 | 3,500.00 | 3,048,360.00 |
| 11 | National Institute of Health Sciences -Kalutara and affiliated Institutions | MH/PB/05/SEC/11/2026 | 901,296.00 | 3,500.00 | 5,007,195.00 |
| 12 | District General Hospital - Embilipitiya | MH/PB/05/SEC/12/2026 | 951,666.00 | 3,500.00 | 5,287,025.00 |
| 13 | District General Hospital - Nawalapitiya | MH/PB/05/SEC/13/2026 | 1,200,834.00 | 3,500.00 | 6,671,290.00 |
| 14 | Medical Supply Division and affiliated Institutions | MH/PB/05/SEC/14/2026 | 1,814,361.00 | 12,500.00 | 10,079,780.00 |
| 15 | National Institute of Infectious Diseases, Angoda (IDH) | MH/PB/05/SEC/15/2026 | 1,024,539.00 | 3,500.00 | 5,691,875.00 |
| 16 | Apeksha Hospital, Maharagama | MH/PB/05/SEC/16/2026 | 1,713,621.00 | 12,500.00 | 9,520,115.00 |
| 17 | Teaching Hospital - South Colombo, Kalubowila | MH/PB/05/SEC/17/2026 | 2,046,393.00 | 12,500.00 | 11,368,840.00 |
| 18 | National Institute of Mental Health, Mulleriyawa and affiliated Institutions | MH/PB/05/SEC/18/2026 | 1,550,739.00 | 12,500.00 | 8,615,220.00 |
| 19 | De Soysa Hospital for Women | MH/PB/05/SEC/19/2026 | 649,446.00 | 3,500.00 | 3,608,025.00 |

- 12) The Ministry Procurement Committee ‘‘C’’ reserves the right to reject any or all bids and the right to accept any portion of a bid, at any time prior to awarding of a contract without giving any reasons for such action. The Ministry Procurement Committee ‘‘C’’ is not bound to accept the lowest or any bids.
- 13) Pre-bid meeting will be held at **10.00 a.m.** on **18.06.2026** at the below address.

Chairman,
Ministry Procurement Committee ‘‘C’’,
Procurement Management Division,
2nd floor, No 106,
Ministry of Health and Mass Media,
Dudley Senanayake Mawatha,
Colombo 08.

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

01. Scope of Service

- (a) The scope of services includes security and protection to all movable & immovable properties at the premises of hospital/ institutions for a period of three (03) years. Detailed scope of Service is given in sub clause No: 2 of conditions of contract.
- (b) The security staff required for the services described in the Conditions of Contract shall be maintained in the premises at all times, during specified work hours.

02. Eligibility and Qualification of Bidders

(i) Eligibility of Bidders

- (a) The bidder shall be a limited liability company or partnership or sole proprietor registered with the registrar of companies/ provincial council/ divisional secretariat with availability of valid business registration as a provider of security service.

The bidder shall submit the business registration and authenticated copy of one of the 03 certificates listed below with their bids. **The authentication of the copy shall be done by an Attorney-at-Law.**

- A valid certificate of registration issued by the Divisional Secretary
or
- A valid certificate of registration of Business of an individual or a partnership issued under the Business Names Ordinance
or
- A valid certificate of Incorporation issued by the Registrar of Companies.

- (b) The bidder shall submit an authenticated copy of the valid license issued **by the Ministry of Defence. The authentication of the copy should be done by an Attorney-at-Law or a Notary Public.**
- (c) The bidder shall have been operating in Sri Lanka for the security services at least for a period of three (03) years successfully within five years and shall be capable of demonstrating with documentary evidences, their track record of at least for three (03) years in provision of security services

Service certificates obtained from clients for the Security Services provided within last five years should be attached as proof for the above qualification. Details should be confirmed by submission of an affidavit as per Form "Affidavit for the past experience of the Bidder" attached at the end of Instructions to Bidders indicating organization name, duration of contract, period, value of the contract and contact person of the client.

Any other testimonials to establish that the firms possess minimum 03 years' experience as stipulated above shall be submitted with the bid.

- (d) The bidder shall not have been Black listed by Ministry of Health and Mass Media or any other company/ institution previously.
- (e) The Bidder shall not engage in any collusive practices, in accordance with Clause 1.5(c) of the National Procurement Guidelines 2024.
- (f) There shall be no conflict of interest in accordance with Clause 1.5.4 of the National Procurement Guidelines 2024.
- (g) No alternative bid is permitted in addition to the original bid. Any alternative bid submitted shall not be considered and will be rejected in accordance with Clause 5.12 of the National Procurement Guidelines 2024.

(ii) Qualification of Bidders

The qualification criteria are as follows:

- a) Successfully provided Security Services at least in one contract with annual contract value not less than LKR 35,410,500.00 in government sector or reputed private sector organization, during last five (5) years.

Documentary evidence obtained from clients should be attached as proof for the above indicating organization name, duration of contract, period, value of the contract and contact person of the client. Details should be confirmed by submission of an affidavit as per Form "Affidavit for the past experience of the bidder" attached at the end of Instructions to Bidders.

- b) Average turnover of security services provided in last three (03) years shall be at least LKR 70,820,950.00 If a business is solely based on security services, please provide independent auditor's report together with statement of financial position and statement of comprehensive income for last three (03) years and if a business is not solely based on Security Services please provide certified copies of Letter of Award, Certification of Completion, Recommendation Letters etc. for last three (03) years.

Complete the "Turnover schedule" attached at the end of Instructions to Bidders.

- c) A letter obtained from the relevant district labour office that wages have been paid in compliance with labour laws and EPF contributions have been duly remitted.
- d) Certified copies of EPF and ETF payments made for the last 02 years (please submit the copies of receipts/ E-receipts).
- e) Certified copy of the VAT Registration
- f) Valid certificate issued by the Registrar of Public Contract in accordance with Section 8 of Public Contracts Act No 03 of 1987 for this contract. (PCA3)
- g) Bank OD (Overdraft) – A letter issued by the bank “which the contracted conduct the business “confirming that unconditional bank overdraft facilities will be provide for an amount, equal to or greater than the minimum monthly amount stated in the table included in the tender notice
- h) Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they are proved to have submitted misleading or false documentation in proof of the qualification requirements.

03. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for such costs.

BIDDING DOCUMENTS

04. Clarifications and Further Information of Bidding Document

- (a) On receipt of bidding documents bidders should immediately bring to the notice of the Additional Secretary (Procurement) in writing any errors, omissions, insufficiencies of time for submission of bids etc. and if deemed necessary, will instruct all bidders in writing of any extensions of the closing date and any amendments necessary in the bidding documents.
- (b) A prospective bidder requiring any clarification of the bidding documents may notify same to the Employer in writing addressed to: Additional Secretary, Procurement Management Division, 2nd floor, No 106, Ministry of Health and Mass Media, Dudley Senanayake Mawatha, Colombo 08.

05. Mutilation of Documents, Alterations and Erasures in Entries Made in Documents

- (a) Bidder shall not mutilate or alter in any way any of the documents issued, but shall fill rates and any other information required where appropriate and affix their signatures in the places provided.
- (b) Any alterations, erasures in rates, amount etc., in the document not initialed by the bidder may lead to the rejection of the bid.

PREPARATION OF BIDS

06. Documents comprising the Bid

The Bid submission should consist of all of the following,

- (a) Duly filled "**Form of Bid**" (Page 26 ,27)
- (b) Duly filled "**Price Schedule**" (Page 30)
- (c) The Bid Security (Bid Security should be made as per clause 11 on page 12 of this document – Sample format in Page 32)
- (d) **All supporting Documents** required under ITB Clause 02.
- (e) This Bidding document in its entirety with bidder's signature placed on Page 18, 19, 20, 23, 24, 26, 27, 30, 42, 53
- (f) Authorization to sign/ commit the Bid - attach Power of Attorney or Board Resolution
- (g) Non collusion Declaration

When a bidder submits a bid for more than one contract, a separate bid shall be submitted for each contract. Each bid shall constitute a **complete set of documents**, with all pages duly numbered.

07.Bid Price

- (c) The quoted bid price shall cover all costs associated with the scope of services including provision for security staff, and any other necessary expenses to ensure the delivery of a quality service.

08.Caution

- (d) Bidders must fully acquaint themselves with the conditions of bid. No appeals for lack of or insufficient information from the bidders will be entertained at any time after opening of the bids.

09.Address of the Bidder

- (e) Bidders shall state in their bid the address to which notices, orders and correspondence relating to the bid and agreement etc. are to be sent, if it differs from the address mentioned in the registration documents.
- (f) Any change in address shall be notified within in 14 days from such changes to the procurement division, Ministry of Health and Mass Media.

10.Bid Validity

Bids shall be valid up to **27.10.2026**

11.Bid Security

- (a) All bids shall be accompanied by a Bid Security, which shall be in the form included in the Bidding Document, issued in favor of **Secretary, Ministry of Health and Mass Media**, No. 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10, for an amount of stated in Invitation for Bids (IFB) valid up to **25.11.2026** issued by a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

12.Pre-Bid Meeting

- a) Pre-bid meeting will be held at **10.00 a.m.** on **18.06.2026** at Procurement Management Division, 2nd floor, No 106, Ministry of Health and Mass Media, Dudley Senanayake Mawatha, Colombo 08.
- b) Bidders are required to refer to the Ministry Website for pre - bid addenda and other relevant updates and check it regularly until bid closing.

13.Format and Signing of Bid

- a) Bidder shall prepare one original of the documents as described and sealed in an envelope clearly marked as “Original” and a copy of the bid sealed in a separate envelope marked as “Duplicate”.
- b) The bid shall be duly completed and signed by the person duly authorized to sign on behalf of the Bidder.
- c) 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

14. Sealing and making of Bids

- (g) Bidder shall prepare the Bid in duplicate as described and sealed in two separate envelopes clearly marked as “Original” and “Duplicate”. The envelopes should clearly indicate the caption “**Security Services 2026 - 2029**” / “**Hospital Name**” and “**Contract No.**”
- (h) Both envelopes shall then be enclosed in one securely sealed outer cover marked as “**SECURITY SERVICES-2026 - 2029**” AND “**Hospital Name and Contract No**” and warning “**DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BID OPENING COMMITTEE**”

The Employer’s address for the purpose of Bid submission is;

**The Chairman,
Ministry Procurement Committee “C”,
Procurement Management Division, 2nd floor,
No 106, Ministry of Health and Mass Media,
Dudley Senanayake Mawatha, Colombo 08.**

15. Deadline for Submission of Bids

- a. The receipt of sealed Bids by the Chairman, Ministry Procurement Committee ‘C’ will be closed at **10.00 hrs on 01.07.2026**
- b. Bids shall be deposited in the Tender Box made available at the Procurement Management Division, 2nd floor, No 106, Ministry of Health and Mass Media, Dudley Senanayake Mawatha, Colombo 08 or sent by registered post addressed to the above address, to reach on or before the closing time for bids.
- c. Late Bids received by the Employer after the deadline above will be rejected and returned unopened.
- d. Submission via facsimile transmission or by any other means of telegraphic telephonic/electronic mode will not be accepted.
- e. Non-submission or partial submission of the information required in the application form shall lead to rejection of the bid.

16. Bid Opening

- a. Bids shall be opened immediately after the closing of bids at **10.00 hrs on 01.07.2026** in the presence of the bidders/ bidders’ representatives willing to attend.

EVALUATION AND COMPARISON OF BIDS

17. Evaluation of Bids, Comparison

a. All bids will be evaluated and compared on the basis of following:

i. Preliminary examination of bids

Bids are examined for the compliance with eligibility criteria contained in ITB clause 2 (i) and submission of following documents. If any of these documents or information is missing, the bid shall be rejected.

1. Bid security as per ITB clause 11
2. Dully filled and properly signed of the bid along with the affidavit
3. Completeness of each document

ii. Detailed evaluation of bids

Bids which are determined to be substantially responsive in accordance with above procedure will be evaluated and compared. Evaluated bid price of each bid will be determined by adjusting the bid price after making any correction for errors.

18. Right to Reject Bids

a. Non-submission or partial submission of the documents listed above ITB clause 06 shall lead to rejection of Bid. However final decision shall be made by Ministry Procurement Committee C.

AWARD OF CONTRACT

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

a. The Ministry Procurement Committee "C" reserves to itself the right, without question, of accepting or rejecting any or all bids.

20. Appeal

- (a) In accordance with Clauses 8.3 and 8.5 of the National Procurement Guideline 2024, any unsuccessful bidder, who is not satisfied with the decision to award the contract, may request debriefing and appeal against the recommendation of the Ministry Procurement Committee decision to award the contract to the successful bidder, to the chairman of the relevant Ministry Procurement Appeal Board within the standstill period.
- (b) As per the guideline Goods Works and Non consultancy services of Clause 8.5.3, each appeal shall be made in writing and shall be accompanied by a non-refundable cash deposit of Rupees Twenty-Five Thousand (LKR 25,000/=) payable to the Ministry Shroff, Ministry of Health & Mass Media and delivered to the following address.

Chairman,
Director General of Health Service,
Ministry Procurement Appeal "C" Committee,
Ministry of Health and Mass Media,
No. 385, Rev. Baddegama Wimalawansa Thero Mawatha,
Colombo 10.

- (c) As per Clause 8.4 of the National Procurement Guideline 2024 Standstill Period is a requirement in Public Procurement. It provides a short pause (non-decisive) period between the intention to contract award decision notification to bidders and the final decision to award the contract.
- (d) The standstill period shall be **7 working days**.

21. Award of Contract

- (a). The Contract will be awarded to the Bidder whose offer is substantially responsive to the bidding documents and has been determined to be the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- (b). In the event that two or more substantially responsive bids are found to have the equal lowest evaluated price, the MPC Committee shall select the bidder to be awarded the Contract in accordance with the provisions of Section 7.9 of the Procurement Manual.

22. Letter of Award and Signing of Agreement

- (a). Letter of award of the Bid or any portion thereof will be sent by post, e- mailed or delivered to the address given by the Bidder.
- b. The successful bidder will be required to sign an agreement in the standard form attached and entered into agreement with the Employer.
- c. Until a formal Contract Agreement is prepared and executed, the Letter of Award shall constitute a binding Contract.

23. Performance Security

(a). Within 14 days of the receipt of Letter of award, the successful bidder shall deposit a sum not less than Five percent (5%) of total contract price or rate/amount specified by the Ministry Procurement Committee as performance security in a commercial bank approved by the Central Bank of Sri Lanka in favour of the **Secretary, Ministry of Health and Mass Media**, No. 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10. This security shall be valid till twenty-eight (28) days beyond the intended completion date.

Bidder shall submit Performance security for the entire period and original performance security may release contingent upon obtaining performance securities for the remaining duration.

FORM FOR AFFIDAVIT FOR THE PAST EXPERIENCE OF THE BIDDER

Chairman, Ministry Procurement Committee “C”
Ministry of Health and Mass Media,
No 385,
Rev Baddegama Wimalawansa Thero
Mawatha,
Colombo 10

In accordance with the Clause 2. (i) (c) & 2. ii .(a) of Instruction to Bidders, I (We) declare that the past experience of (Name of the Bidder (s)) are as follows.

| Hospital/ Institute | Duration of the Contract | Period | Value of the Contract | Contact Person of the Client | Page No. |
|---------------------|--------------------------|-----------|-----------------------|------------------------------|----------|
| e.g. ABC Company | 2 years | 2013-2015 | LKR 3 million | Mr. ABC 077-xxxxxx | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*Relevant documents should be attached (agreements, letters etc.).

.....
Signature of Bidder and the Stamp

.....
Signature of Attorney-at-Law and the Stamp

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....
Signature of the Declarant

TURNOVER SCHEDULE

| Year | Annual Turnover of the Company | Annexure Reference No of Documentary Evidence (Submit Independence Auditor's Report together with Statement of Financial Position and Statement of Comprehensive Income) | Annual Monetary Value Generated by "providing Security Services" | Annexure Reference No of Documentary Evidence (Attach certified copied of Letter of Award, Certification of Completion, Recommendation Letters etc. for Security Service) | Page No. |
|------|--------------------------------|--|--|---|----------|
| 2024 | | | | | |
| 2023 | | | | | |
| 2022 | | | | | |

If a business is solely based on Security Services, please provide independent auditor's report together with statement of financial position and statement of comprehensive income for last three years and if a business is not solely based on Security Services please provide certified copies of Letter of Award, Certification of Completion, Recommendation Letters etc. for last three years.

Authorized Signature:

.....

Name of the Bidder:

.....

Bidders Address (Seal):

.....

Date:

.....

EVALUATION AND QUALIFICATION CRITERIA

Evaluation and Qualification Criteria

(To be completed and submitted by the bidder, with the Bid)

This Section complements the instructions to bidders. It contains the criteria that will be used to evaluate a bid and determine whether a bidder has the required qualifications.

Mandatory Qualification Information

| | Required Details (attach copies as documentary proof) |
|---|--|
| <p>1. <u>Business Registration:</u></p> <p>Name</p> <p>Business Registration No.</p> <p>Date</p> <p>Place</p> <p>Legal Status (Sole proprietor, partnership, company etc.)</p> <p>Years of Company Experience</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| <p>2. A valid license issued by the Ministry of Defence</p> | <p>Please submit an authenticated copy of a valid license issued by the Ministry of Defence</p> |
| <p>3. Records on supply of Security services to public or private sector companies during last five (05) years</p> | <p>Confirmed by submission of an affidavit as per Form " Affidavit for the past experience of the Bidder" attached at the end of Instructions to Bidders.</p> |
| <p>4. Wages have been paid in compliance with labour laws and EPF contributions have been duly remitted.</p> | <p>A letter obtained from the relevant district labour office that wages have been paid in compliance with labour laws and EPF contributions have been duly remitted.</p> |
| <p>5. Blacklisted security service provider</p> | <p>Have you been declared as a defaulted security service provider by Ministry of Health and Mass Media or any other company/ institution.....</p> <p>(Mention Yes /No, if yes provide details)</p> |

(B) Other Qualification Information

| | Required Details (attach copies as documentary proof) | | |
|---|--|-----------------|----------------------------|
| 1. Successfully provided security services at least in one contract with annual contract value not less than LKR *.* Mn in government sector organization/s or reputed private sector organization/s during last five (5) years | Confirmed by submission of an affidavit as per Form “Affidavit for the past experience of the bidder” attached at the end of instructions to bidders. | | |
| 2. <u>Financial Details</u> Company financial stability | <p>(a) If a business is solely based on security service provide independent auditor’s report together with statement of financial position and statement of comprehensive income for last three years.</p> <p>And</p> <p>If a business is not solely based on security service provide certified copies of letter of award, certification of completion, recommendation letters etc. for last three years.</p> <p>(b) Bank OD (Overdraft)</p> | | |
| 3. EPF and ETF Payments (Please submit the copies of receipts / E – receipts of the EPF and ETF payments). | Employees Provident Fund (EPF) | | |
| | Year | No of Employees | Permanent / Contract Basis |
| | 2025 | | |
| | 2024 | | |
| | Employees Trust Fund (ETF) | | |
| | Year | No of Employees | Permanent / Contract Basis |
| | 2025 | | |
| | 2024 | | |
| 4. VAT registration Number | Please submit certified copy of the VAT registration | | |

.....
Signature of bidder

.....
Date

Checklist of Attachments

Please mark (√)

| | Page number | (√) |
|---|-------------|-----|
| Business Registration [(Refer clause 2 (i)(a))] | | |
| (a) A valid certificate of registration issued by the Divisional Secretary | | |
| (b) A valid certificate of registration of Business of an individual or a partnership issued under the Business Names Ordinance | | |
| (c) A valid certificate of Incorporation issued by the Registrar of Companies. | | |
| A valid license issued by the Ministry of Defence [Refer clause 2 (i) (b)] | | |
| Experience [(Refer clause 2 (i) (c) and 2(ii)(a))] | | |
| Documentary evidence obtained from Clients | | |
| Form for Affidavit for the past experience of the Bidder | | |
| Company financial position [Refer clause 2 (ii) b)] | | |
| Independent auditor's report together with statement of financial position and statement of comprehensive income for the last three (3) years | | |
| Certified copies of Letter of Award, Certification of Completion, Recommendation Letters etc. for last three years | | |
| Turn over Schedule | | |
| Copies of Bank statements for last six months | | |
| Other | | |
| Bid security | | |
| A letter obtained from the relevant district labour office as mention in clause 2.ii (c.) | | |
| Copies of Receipt/ E – receipt of the EPF and ETF payments made for the last 02 years. | | |
| Certified copy of the VAT Registration | | |
| Certificate issued by the Registrar of Public Contract | | |
| Bank OD facility document | | |
| Non- collusion Declaration | | |
| Customer copy of the document fee payment | | |

I hereby certify that the particulars provided above are true and accurate to the best of my knowledge. Certified true copies of all the supporting documents are attached herewith.

Authorized Signature : Name of the Bidder

Designation : Company Seal :

Date :

BIDDING FORMS

FORM OF BID

Name of Contract: **Supply of Security Services for the Year 2026 - 2029**

Bid No: MH/PB/05/SEC/06/2026

To : Chairman,
Ministry Procurement Committee ‘‘C’’
Procurement Management Division,
2nd floor,
No 106,
Ministry of Health and Mass Media,
Dudley Senanayake Mawatha,
Colombo 08.

1. Having examined the bidding document for the execution of the above named service, we/I the undersigned, offer to execute and complete such services in conformity with the aforesaid conditions of contract, price schedule and to the satisfaction of the(hospital name)..... for the sum of Sri Lankan Rupees
.....(LKR.....) excluding VAT or such other sums as may be ascertained in accordance with the said conditions.
2. We/I acknowledge that the conditions of contract forms part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the services according to the letter of award and to complete the whole of the service comprised in the contract within the time stated in the conditions of contract.
4. We/I agree to abide by this bid for the period of 119 days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before expiration of that period.
5. I/We agree that in the event of my/our declining or failing to comply with the undertaking or in the event of my/our failure to complete the scope of services to the entire satisfaction of the employer in accordance with the conditions of contract, the employer has the right to recover from me/us the full amount of damages sustained by the employer as a result of my/our declining or failure.
6. Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20....

Signature..... in the capacity of..... Duly authorized to sign

bids for and on behalf of... [*in BLOCK CAPITALS*]

Name:

Designation:

Address:

Witness:

Signature:.....

Name:

Address:

Date:

Signature:

Name:

Address:

Date:

PRICE SHEDULE & FORM OF BID SECURITY

Minimum Labor Cost Payable as per Wages Board Decision

(For normal days, short working days, weekly holidays, public holidays, full moon Poya holidays, and short holidays)

| | Average number of days per year | Chief Security Officer/ Officer-in-Charge (CSO/OIC) (RS.) | Security Officers (SO/LSO) (RS) |
|--------------------------------|---------------------------------|---|---------------------------------|
| Normal Working Days (12 hours) | 243 | 2,108.08 | 2,055.00 |
| Short Working Days (12 hours) | 52 | 2,800.51 | 2,730.00 |
| Weekly Holidays (12 hours) | 52 | 2,815.90 | 2,745.00 |
| Public Holidays (12 hours) | 06 | 4,216.17 | 4,110.00 |
| Poya Days (12 hours) | 12 | 2,815.90 | 2,745.00 |
| Average daily wage | 365 | 2,365.49 | 2,305.93 |

| Overtime | OIC | LSO |
|-----------------|--------|-----|
| Special OT rate | 461.62 | 450 |
| Normal OT rate | 230.81 | 225 |

Note

- As the public holidays and Poya days for the years 2027, 2028, and 2029 have not yet been officially declared, the above number of days has been indicated based on the average number of holidays that may occur in a year.

MINISTRY OF HEALTH AND MASS MEDIA

SUPPLY OF SECURITY SERVICES FOR THE YEAR 2026 - 2029

District General Hospital – Hambanthota and Nursing Training School

PRICE SCHEDULE

| Item No | Staff Category | (A) Required number of staff | (B) Rate Per12-hour duty shift. | (C) Annual cost (365 Days) (A*B*365) |
|----------------|------------------------------------|---|--|---|
| 1 | Officer In Charge (OIC) | 06 | | |
| 2 | Security Officer (SO/LSO) | 79 | | |
| 3 | Total amount for one year | | | |
| 4 | Total amount for three year | | | |

Bid Price (Excluding VAT) (In words);

Rupees

.....

Bidders VAT Registration No :

Date:.....

.....
Authorized Signature of Bidder

Address:

(Company Seal)

FORM OF BID SECURITY

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

-----[Insert issuing agency's name and address of issuing branch or office]

Beneficiary: Secretary,
Ministry of Health and Mass Media,
No. 385, Rev. Baddegama Wimalawansa Thero Mawatha,
Colombo 10.

Date: -----

BID GUARANTEE No.: -----

We have been informed that ----- [Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners] (hereinafter called "the bidder") has submitted to you its bid dated----- [Insert (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No ----- [Insert IFB number] ("the IFB").

Furthermore, we understand that, according to our conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [Insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [Insert amount in figures] ----- [Insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

| | |
|-----|---|
| (a) | has withdrawn its Bid during the period of bid validity specified; or |
| (b) | does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the ITB ") of the IFB ; or |
| (c) | having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB . |
| | <p>This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is 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, otherwise it will remain in force up to (Insert date)</p> <p>Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date-----.</p> <p>-----</p> <p>[signature(s) authorized representative(s)]</p> |

CONDITIONS OF CONTRACT

Conditions of Contract

01. Definitions

- (i) The Employer is: Secretary,
Ministry of Health and Mass Media,
No. 385, Rev. Baddegama Wimalawansa Thero Mawatha,
Colombo 10

Service Provider is:

.....

.....

.....

- (ii) Contract Duration: Security Services shall be provided for three (03) years from the date stated in the letter of award.

02. Scope of Service

The scope of service shall include providing security and protection to all the movable and immovable properties at the premises of (...Hospital Name) for a period of three (03) years from the date of signing the Contract Agreement.

The Service Provider shall perform following main duties and any other assigned by the Employer to the entire satisfaction of the Employer.

02.1. The calculation of labour costs in price schedule of the bid should comply with the labour laws (all wages, allowances, and contribution funds that must be paid to employees).

(At this stage, wages, allowances, and overtime must be calculated and presented in compliance with the applicable provisions, such as those in the Wages Boards Ordinance, Service Conditions of employment in Wage Council Decisions on Security Services Industry, Gazette No. 2486/09 dated 28.04.2026, the National Minimum Wage Act No. 03 of 2016, Act No 48 of 2024 and Act No 11 of 2025 etc. These calculations should include all days worked, including regular working days, Saturdays, Sundays, Poya days, and recognized public holidays, for a 12-hour service period.

02.2. Only one bid application may be submitted by a single applicant for a Hospital/ Institute. If more than one bid is submitted for the same institution in any manner, all bids submitted by the applicant will be disqualified. The prices presented by the contractor in the bid should remain valid for a period of 119 days from the date of bid opening.

02.3 A bid bond, with a minimum must be submitted as specified below. The bid bond should be obtained from a commercial bank or financial institution approved by the Central Bank of Sri Lanka, in the name of the **Secretary of the Ministry of Health and Mass Media**. It should be presented in the required value and valid until 25.11.2026.

| No. | Hospital/ Institute | Contract Number | Bid Bond Amount |
|-----|---------------------|-----------------|-----------------|
| | | | |

02.4 The locations where security services are to be provided are the hospitals and institutions under the Ministry of Health and Mass Media.

02.5 The bid application and all documents shall be submitted in complete form, duly signed by the authorized officer and affixed with the official seal of the institution.

02.6 The prices submitted for the contract shall not be subject to change after the award of the contract.

02.7 The received bids shall be submitted to the Procurement Committee after obtaining the recommendations of the Bid Evaluation Committee, after which the successful bidder shall be selected by the said Committee.

02.8 Following the award of the contract, the contractor shall provide a performance bond for 5% of the total value of the contract (for three years), or an amount as specified by the Procurement Committee. The bond must be obtained from a commercial bank approved by the Central Bank of Sri Lanka and submitted.

02.9 If the successful bidder does not respond positively within 14 days from the date of award, the Procurement Committee shall have the authority to consider awarding the contract to the next substantially responsive bidder. In the event that a bidder fails to accept the contract after it is awarded without valid reasons, such bidder shall be blacklisted.

- 02.10 The selected bidder by the Procurement Committee shall be required to enter into an agreement with the Secretary of the Ministry of Health and Mass Media, confirming that the proper execution and continuation of the annual contract. (The contract document is attached herewith.)

02.11 Special Criteria to be Considered in Bid Evaluation

- I. The total cost of the bid should remain within the annual budgetary allocation of the hospital/ institution.
- II. The prices submitted should be reasonable and acceptable in comparison to the rates from the previous year.
- III. Commendatory letters received for the provision of security services in hospitals/institutions in the previous years, as well as any complaints or unfavorable reports regarding the bidder's prior services.
- IV. All documents requested must be submitted in full, without exception.
- V. A certificate must be provided by the head of the institution, confirming that a qualified officer has conducted a structured training program for Security In Charge/ Security Officers for a duration of six months.
- VI. If serious complaints have been received against the institution submitting the bid, it will be a ground for the bid's disqualification.

02.12 Responsibility in Security Services

12.1 The successful supplier shall be responsible for consistently delivering the services as stipulated in the agreement. Officers In Charge and Security Officers are required to wear the complete official uniform approved by the Ministry of Defence, along with their organization-issued identification card. Before the start of each service shift, the list of security officers assigned to the shift must be submitted to the head of the hospital/organization. All officers must be deployed to their designated locations. Security officers who failed to report for duty will not be paid, and a penalty of Rs. 700.00 will be imposed on each officer who fails to report for duty.

12.2 Upon request by the head of the hospital/ institution, the security service provider must submit Grama Niladhari certificates or/ and police reports of Officers in Charge and Security Officers.

12.3 The security service provider shall ensure that a 12-hour shift, inclusive of one hour for meals, is in operation each working day. If female security officers are needed for specific areas such as children's or women's wards, female Security Officers may be assigned night duties with prior approval from the hospital director or head of the institution.

12.4 Covering up arrangements must be made in absence of any officer in order to ensure the continuous service coverage even during the meal hours.

12.5 The security service provider is responsible for the protection of all immovable and movable property, including land, buildings, and assets belonging to the hospital/ institution and staff. If any property is lost, damaged, or displaced, the security service provider shall be held accountable for the loss. Financial losses incurred by the institution due to such incidents will be deducted from the payments due to the service provider. In the case of loss, displacement or damage to the properties, the full cost of replacement, repair etc including departmental fees, shall be charged to the security services provider.

12.6 All records, books and documents required to be maintained by the service provider to ensure physical presence at the point of duty must be thoroughly checked, accurately updated on daily basis and securely stored.

12.7 The identity of individuals entering into the hospital/ institutes must be verified through their national identification cards, valid driver's licenses, or passports if and when necessary.

12.8 All vehicles entering into the hospital/ institute must be inspected for security purposes. Vehicles must be parked in a manner that does not obstruct the passage of essential service vehicles, including ambulances.

12.9 The bags of all individuals entering into the premises must be thoroughly checked to ensure that prohibited items are not brought in.

12.10 Visitors to the hospital/ institution shall be allowed entry only during designated visiting hours. Security Officers shall ensure that visitors do not remain in the premises outside the designated visiting hours.

12.11 In the event of any exceptional incident within the service area, immediate action must be taken to observe the situation, gather relevant information, and inform the appropriate authorities. In emergency situations, diligent decisions must be made, with special attention to firefighting equipment, electrical shutdown points, and water supply lines.

12.12 All security personnel must maintain discipline, exhibit courteous behavior, and show respect towards the institution's staff and the general public.

12.13 For the position of Officer In Charge (OIC), the minimum requirement is either the completion of the General Certificate of Education (Ordinary Level) examination or at least five

years of experience in public or private security services.

12.14 The security service provider is responsible for providing necessary official uniforms, raincoats, caps, boots, shoes, flashlights, binoculars for inspections, personal inspection equipment, stationery, and any other required items for the security officers and officers in charge.

12.15 Officers In Charge and Security Officers must be assigned to their relevant points of duties.

- The Officer In Charge assigned to the hospital/ Institution must not be deployed elsewhere. If a reassignment is required, the hospital director or head of the institution must be notified in writing.
- The security service provider must submit the names of the deployed officers on the provided format within 24 hours, and update the list daily to ensure proper internal administration.

12.16 Relatives or close acquaintances of employees of the hospitals/ institution or its affiliated institutions shall not be assigned to security duties of the client organization under this contract. Recruitment based on requests from employees in hospital/ institution is strictly prohibited.

12.17 If an individual mentioned under the section 12.16 above is found employed, he/ she must be immediately removed from service, and the Ministry and relevant institutions must be notified.

12.18 The gates of the hospital/ institution must be securely closed and locked with appropriate locks and steel bars when not in use. The hospital/ institution will provide the necessary locks and materials.

12.19 No individual is permitted to bring alcoholic beverages, drugs, cigarettes, explosives, or weapons into the premises, nor engage in any trade or business activities within the premises.

12.20 No security personnel or any individual on duty is allowed to consume or possess alcohol, or engage in alcohol consumption during duty hours. Any employee found using illegal drugs or engaging in other misconduct should be immediately removed from service.

12.21 A monthly meeting must be held by the head of the institution to review progress and challenges. For this purpose, a coordinating officer with a reachable phone number must be designated to ensure effective communication.

12.22 If there are any changes to the list of assigned security personnel or if someone is removed from the approved list, the hospital director or head of the institution must be notified in writing.

12.23 All security duties must be performed in strict compliance with the instructions specified on the security concerns of the hospital/ institution.

02.13. Proof of Capability

If contractors are informed to provide acceptable evidence regarding their ability to perform the expected tasks before the contract is issued, the contractor should be prepared to do so.

02.14. Performance Bond

If the contractor's performance is unsatisfactory or if the contractor violates any terms of the contract, the hospital director or head of the institution shall terminate the contract and forfeit the performance bond as per the agreement.

02.15. Applicable Law

This contract shall be governed by the laws of Sri Lanka.

02.16. Arbitration

Any disputes arising from the contract shall be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995.

02.17. Payment Method

Payments will be made upon submission of voucher documents, prepared in the approved format submitted along with certified attendance documents to duly confirm that the services have been properly rendered as required. The contractor must submit duly signed invoices and other relevant documents along with the voucher documents.

02.18. Voucher Submission Deadline

Voucher forms must be submitted to the payment authority within 30 days of the service month. Voucher forms for December must be submitted no later than three working days before the end of the financial year. Late submission of voucher forms will result in delayed payments.

02.19. Contract Termination

The contract may be terminated for failure to comply with the conditions outlined in Section 12 or if any factors arisen that negatively impact the institution's security. A written notice of termination will be issued to the supplier, and the Secretary, Ministry of Health and Mass Media is authorized to fully or partially terminate the contract.

02.20. Extension of Contract Duration

With the consent of the contractor, the Ministry's Procurement Committee may extend the contract duration under the original terms.

02.21. General provisions

The Ministry of Health and Mass Media shall not be held liable for any claims arising under the Employees' Compensation Act No. 19 of 1934 or any amendments, modifications, or extensions thereof, in relation to any claims made by the contractor's employees or workers, or in connection with any issues related to such workers.

02.22. Contractors must have a clear understanding of the terms and conditions of the contract. No claims or requests will be entertained for lack of knowledge regarding the terms.

02.23. If the Secretary, Ministry of Health and Mass Media deems it more appropriate to obtain security services through an alternative method, bypassing the provisions of this agreement, the Secretary to the Ministry has the authority to do so. In such cases, the contractor shall have no right to seek compensation from the Ministry of Health and Mass Media.

02.24. Penalties for deficiencies in security services provided to institutions under the Ministry of Health are as follows:

24.1 With respect to the following instances, Officer in Charge/ Security Officers who have been found to have exceeded three occurrences will be removed from service.

(a) A penalty of Rs. 700.00 per person will be imposed if the required number of Security Officers are not deployed on any given date of service.

(b) A Security Officer who is not available at his designated point of duty for more than 30 minutes will be imposed Rs. 100.00 as an hourly penalty

(c) A penalty of Rs. 100.00 per day will be imposed on each Security Officer who fail to be fully

attired in the official uniform while on duty.

(d) In cases of an impersonation, the salary of the relevant service shift will be deducted and additional penalty of Rs. 300.00 will be imposed to the contractor.

02.25. In cases of theft or any damage to the properties in the assigned security area which comes under the contractor's responsibility, the contractor will be held liable for the loss, and in addition to the value of the loss, a departmental charge of 25% will be levied.

02.26. Apart from the inspections carried out by the contractor's officers, the performance of Security Officers will be periodically inspected by the Secretary, Ministry of Health and Mass Media or any other authorized official. These inspections may be conducted at any time of the day.

02.27. The contractor shall be subject to the payment of taxes as per the rules and regulations established by the Department of Inland Revenue.

The contractor shall bear full responsibility for the employment of security officers, payment of their wages, overtime, compensation, contributions to the Employees' Provident Fund, and all other related statutory obligations in accordance with applicable labour laws and regulations. Head of the hospital/institution shall not be held liable for any such responsibilities.

02.28. Special Terms and Conditions for the Supply of Security Service:

- **28.1** The successful service provider must fully and consistently provide the services as agreed upon in the contract.
- **28.2** The contractor must ensure that the required number of OIC/SO/LSO are deployed at the specified locations during the designated times. If any worker is absent, a fine of Rs. 700.00 per absent worker will be imposed.
- **28.3** Officer In Charge and Security Officers must attire in the complete official uniform and display their identification cards while on duty.
- **28.4** The service provider must ensure that the contact details, including addresses and identity card numbers, of deployed Security Officers are made available to the relevant officials upon request.
- **28.5** The Security Officers must be courteous and respectful towards patients, the general public, and hospital staff, and must maintain good discipline at all times.
- **28.6** The service provider must adhere to any instructions or regulations issued by the institution or any other authorized official from time to time.

- **28.7** Officer In Charge/ Security Officers must undergo six months of formal training from a qualified official before being assigned to their posts.
- **28.8** The security service provider will be directly responsible for any cases of security officers working under false identities.
- **28.9** If deficiencies are identified more than three times in relation to conditions 24 (a), (b), (c) and (d), the Officer In Charge/ Security Officers will be removed from service.
- **28.10** If it is discovered that any laws or provisions outlined in the contract have been violated, the security service provider will be held accountable for such breaches and appropriate blacklisting action will be taken.
- **28.11** The security services contractor shall not assign or subcontract any of their rights or obligations under this contract to any third party, nor shall they transfer or assign any part of the contract as an intermediary fee. In the event of dissatisfaction with the security services provided, the Secretary of the Ministry of Health and Mass Media, shall have the authority to terminate the services with prior notice of one month and may take steps to re-tender or take other appropriate actions.
- **28.12** If the security services contractor wishes to withdraw from the contract, they must provide notice at least three months prior to their intended cessation of services. Failure to provide such notice will result in the forfeiture of the contractor's performance bond.

.....
Signature of bidder

Date:

CONTRACT FORMS

FORM OF PERFORMANCE GUARANTEE

_____ [Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: Secretary, Ministry of Health and Mass Media,
No. 385, Rev. Baddegama Wimalawansa Thero Mawatha,
Colombo 10.

Date: _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of Contractor/supplier] (hereinafter called „the Contractor”) has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the _____ [insert “construction / “supply”] of _____ [name of contract and brief description of Works or supply] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount of figures] (_____) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the _____ day of _____, 20 _____ [insert 28 days beyond the scheduled contract completion date]. and any demand for payment under it must be received by us at this office on or before that date.

signature(s)]

**FORMAT FOR CONTRACT AGREEMENT
SUPPLY OF SECURITY SERVICES FOR THE
MINISTRY OF HEALTH AND MASS MEDIA**

This agreement made and entered into in Colombo on this day of20..., between Ministry of Health and Mass Media having its office at No. 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10 hereinafter called and referred to as the Party of the First Part (which terms or expression shall where the context so admits, mean and include the said Ministry of Health and Mass Media its successors and permitted assignees) of the one part.

And

.....having its registered office at
....., hereinafter called and referred to as the Party of
the Second part (which term or expression shall where the context so admits, mean and include the said its successors and permitted assignees) of the other part whereas the party of the First Part in desirous that Security Services should be provided by the party of the Second Part and has accepted a Bid by the party of the Second Part for provision of such services.

Witnesses :

1. The Party of the second Part here by undertakes to provide a full, adequate and satisfactory security service to the(Hos. Name) under Ministry of Health and Mass Media more fully described in the scope of Service.
2. For such Security Services at the said premises the Party of the Second Part will employ required number of Security Service personnel as are or specified in the scope of Service.
3. The Party of the First part shall pay the Party of the second part all such sums as may be due to them at the rates specified in the price schedule for such security services provided as aforesaid by the part of the Second Part. The payment shall be made for services rendered.
4. Either party shall terminate this Agreement by giving one month notice to the other party.
5. Any dispute arising from this agreement shall be referred to arbitration.

THIS AGREEMENT WITNESEETH AS FOLLOWS:

- 1) The words and expressions in this agreement shall have the meaning assigned to them in the Conditions of Contract, which is part and parcel of this agreement and hereinafter refereed to.

- 2) The following documents shall be deemed to form, be read with the construed as part and parcel of this agreement.
- a) Letter of Award dated
 - b) The said Bid dated
 - c) The Conditions of Contract.

03.Responsibility in Security Services

03.1 The successful supplier shall be responsible for consistently delivering the services as stipulated in the agreement. Officers In Charge and Security Officers are required to wear the complete official uniform approved by the Ministry of Defence, along with their organization-issued identification card. Before the start of each service shift, the list of security officers assigned to the shift must be submitted to the head of the hospital/organization. All officers must be deployed to their designated locations. Security officers who failed to report for duty will not be paid, and a penalty of Rs. 700.00 will be imposed on each officer who fails to report for duty.

03.2 Upon request by the head of the hospital/ institution, the security service provider must submit Grama Niladhari certificates or/ and police reports of Officers in Charge and Security Officers.

03.3 The security service provider shall ensure that a 12-hour shift, inclusive of one hour for meals, is in operation each working day.If female security officers are needed for specific areas such as children's or women's wards, female Security Officers may be assigned night duties with prior approval from the hospital director or head of the institution.

03.4 Covering up arrangements must be made in absence of any officer in order to ensure the continuous service coverage even during the meal hours.

03.5 The security service provider is responsible for the protection of all immovable and movable property, including land, buildings, and assets belonging to the hospital/ institution. If any property is lost, damaged, or displaced, the security service provider shall be held accountable for the loss. Financial losses incurred by the institution due to such incidents will be deducted from the payments

04.Responsibility in Security Services

04.1 The successful supplier shall be responsible for consistently delivering the services as stipulated in the agreement. Officers In Charge and Security Officers are required to wear the complete official uniform approved by the Ministry of Defence, along with their organization-issued identification card. Before the start of each service shift, the list of security officers assigned to the shift must be submitted to the head of the hospital/organization. All officers must be deployed to their designated locations. Security officers who failed to report for duty will not be paid, and a penalty of Rs. 700.00 will be imposed on each officer who fails to report for duty.

04.2 Upon request by the head of the hospital/ institution, the security service provider must submit Grama Niladhari certificates or/ and police reports of Officers in Charge and Security Officers.

04.3 The security service provider shall ensure that a 12-hour shift, inclusive of one hour for meals, is in operation each working day. If female security officers are needed for specific areas such as children's or women's wards, female Security Officers may be assigned night duties with prior approval from the hospital director or head of the institution.

04.4 Covering up arrangements must be made in absence of any officer in order to ensure the continuous service coverage even during the meal hours.

04.5 The security service provider is responsible for the protection of all immovable and movable property, including land, buildings, and assets belonging to the hospital/ institution. If any property is lost, damaged, or displaced, the security service provider shall be held accountable for the loss. Financial losses incurred by the institution due to such incidents will be deducted from the payments due to the service provider. In the case of loss, displacement or damage to the properties, the full cost of replacement, repair etc including departmental fees, shall be charged to the security services provider.

04.6 All records, books and documents required to be maintained by the service provider to ensure physical presence at the point of duty must be thoroughly checked, accurately updated on daily basis and securely stored.

04.7 The identity of individuals entering into the hospital/ institutes must be verified through their national identification cards, valid driver's licenses, or passports if and when necessary.

04.8 All vehicles entering into the hospital/ institute must be inspected for security purposes. Vehicles must be parked in a manner that does not obstruct the passage of essential service vehicles, including ambulances.

04.9 The bags of all individuals entering into the premises must be thoroughly checked to ensure that prohibited items are not brought in.

04.10 Visitors to the hospital/ institution shall be allowed entry only during designated visiting hours. Security Officers shall ensure that visitors do not remain in the premises outside the designated visiting hours.

04.11 In the event of any exceptional incident within the service area, immediate action must be taken to observe the situation, gather relevant information, and inform the appropriate authorities. In emergency situations, diligent decisions must be made, with special attention to firefighting equipment, electrical shutdown points, and water supply lines.

04.12 All security personnel must maintain discipline, exhibit courteous behavior, and show respect towards the institution's staff and the general public.

04.13 For the position of Officer In Charge (OIC), the minimum requirement is either the completion of the General Certificate of Education (Ordinary Level) examination or at least five years of experience in public or private security services.

04.14 The security service provider is responsible for providing necessary official uniforms, raincoats, caps, boots, shoes, flashlights, binoculars for inspections, personal inspection equipment, stationery, and any other required items for the security officers and officers in charge.

04.15 Officers In Charge and Security Officers must be assigned to their relevant points of duties.

- The Officer In Charge assigned to the hospital/ Institution must not be deployed elsewhere. If a reassignment is required, the hospital director or head of the institution must be notified in writing.
- The security service provider must submit the names of the deployed officers on the provided format within 24 hours, and update the list daily to ensure proper internal administration.

04.16 Relatives or close acquaintances of employees of the hospitals/ institution or its affiliated institutions shall not be assigned to security duties of the client organization under this contract. Recruitment based on requests from employees in hospital/ institution is strictly prohibited.

04.17 If an individual mentioned under the section 12.16 above is found employed, he/ she must be immediately removed from service, and the Ministry and relevant institutions must be notified.

04.18 The gates of the hospital/ institution must be securely closed and locked with appropriate locks and steel bars when not in use. The hospital/ institution will provide the necessary locks and materials.

04.19 No individual is permitted to bring alcoholic beverages, drugs, cigarettes, explosives, or weapons into the premises, nor engage in any trade or business activities within the premises.

04.20 No security personnel or any individual on duty is allowed to consume or possess alcohol, or engage in alcohol consumption during duty hours. Any employee found using illegal drugs or engaging in other misconduct should be immediately removed from service.

04.21 A monthly meeting must be held by the head of the institution to review progress and challenges. For this purpose, a coordinating officer with a reachable phone number must be designated to ensure effective communication.

04.22 If there are any changes to the list of assigned security personnel or if someone is removed from the approved list, the hospital director or head of the institution must be notified in writing.

04.23 All security duties must be performed in strict compliance with the instructions specified on the security concerns of the hospital/ institution.

05. Proof of Capability

If contractors are informed to provide acceptable evidence regarding their ability to perform the expected tasks before the contract is issued, the contractor should be prepared to do so.

06. Performance Bond

If the contractor's performance is unsatisfactory or if the contractor violates any terms of the contract, the hospital director or head of the institution shall terminate the contract and forfeit the performance bond as per the agreement.

07. Applicable Law

This contract shall be governed by the laws of Sri Lanka.

08. Arbitration

Any disputes arising from the contract shall be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995.

09. Payment Method

Payments will be made upon submission of voucher documents, prepared in the approved format submitted along with certified attendance documents to duly confirm that the services have been properly rendered as required. The contractor must submit duly signed invoices and other relevant documents along with the voucher documents.

10. Voucher Submission Deadline

Voucher forms must be submitted to the payment authority within 30 days of the service month. Voucher forms for December must be submitted no later than three working days before the end of the financial year. Late submission of voucher forms will result in delayed payments.

11. Contract Termination

The contract may be terminated for failure to comply with the conditions outlined in Section 12 or if any factors arisen that negatively impact the institution's security. A written notice of termination will be issued to the supplier, and the Secretary, Ministry of Health and Mass Media is authorized to fully or partially terminate the contract.

12. Extension of Contract Duration

With the consent of the contractor, the Ministry's Procurement Committee may extend the contract duration under the original terms.

13. General provisions

The Ministry of Health and Mass Media shall not be held liable for any claims arising under the Employees' Compensation Act No. 19 of 1934 or any amendments, modifications, or extensions thereof, in relation to any claims made by the contractor's employees or workers, or in connection with any issues related to such workers.

14. Contractors must have a clear understanding of the terms and conditions of the contract. No claims or requests will be entertained for lack of knowledge regarding the terms.

15. If the Secretary, Ministry of Health and Mass Media deems it more appropriate to obtain security services through an alternative method, bypassing the provisions of this agreement, the Secretary to the Ministry has the authority to do so. In such cases, the contractor shall have no right to seek compensation from the Ministry of Health and Mass Media.

16. Penalties for deficiencies in security services provided to institutions under the Ministry of Health are as follows:

16.1 With respect to the following instances, Officer in Charge/ Security Officers who have been found to have exceeded three occurrences will be removed from service.

(a) A penalty of Rs. 700.00 per person will be imposed if the required number of Security Officers are not deployed on any given date of service.

(b) A Security Officer who is not available at his designated point of duty for more than 30 minutes will be imposed Rs. 100.00 as an hourly penalty

(c) A penalty of Rs. 100.00 per day will be imposed on each Security Officer who fail to be fully attired in the official uniform while on duty.

(d) In cases of an impersonation, the salary of the relevant service shift will be deducted and additional penalty of Rs. 300.00 will be imposed to the contractor.

17. In cases of theft or any damage to the properties in the assigned security area which comes under the contractor's responsibility, the contractor will be held liable for the loss, and in addition to the value of the loss, a departmental charge of 25% will be levied.

18. Apart from the inspections carried out by the contractor's officers, the performance of Security Officers will be periodically inspected by the Secretary, Ministry of Health and Mass Media or any other authorized official. These inspections may be conducted at any time of the day.

19. The contractor shall be subject to the payment of taxes as per the rules and regulations established by the Department of Inland Revenue.

The contractor shall bear full responsibility for the employment of security officers, payment of their wages, overtime, compensation, contributions to the Employees' Provident Fund, and all other related statutory obligations in accordance with applicable labour laws and regulations. Head of the hospital/institution shall not be held liable for any such responsibilities.

20. Special Terms and Conditions for the Supply of Security Service:

- **20.1** The successful service provider must fully and consistently provide the services as agreed upon in the contract.
- **20.2** The contractor must ensure that the required number of workers are deployed at the specified locations during the designated times. If any worker is absent, a fine of Rs. 700.00 per absent worker will be imposed.
- **20.3** Officer In Charge and Security Officers must attire in the complete official uniform and display their identification cards while on duty.
- **20.4** The service provider must ensure that the contact details, including addresses and identity card numbers, of deployed Security Officers are made available to the relevant officials upon request.
- **20.5** The Security Officers must be courteous and respectful towards patients, the general public, and hospital staff, and must maintain good discipline at all times.
- **20.6** The service provider must adhere to any instructions or regulations issued by the institution or any other authorized official from time to time.
- **20.7** Officer In Charge/ Security Officers must undergo six months of formal training from a qualified official before being assigned to their posts.
- **20.8** The security service provider will be directly responsible for any cases of security officers working under false identities.
- **20.9** If deficiencies are identified more than three times in relation to conditions 24 (a), (b), (c) and (d), the Officer In Charge/ Security Officers will be removed from service.
- **20.10** If it is discovered that any laws or provisions outlined in the contract have been violated, the security service provider will be held accountable for such breaches and appropriate blacklisting action will be taken.
- **20.11** The security services contractor shall not assign or subcontract any of their rights or obligations under this contract to any third party, nor shall they transfer or assign any part of the contract as an intermediary fee. In the event of dissatisfaction with the security services provided, the Secretary of the Ministry of Health and Mass Media, shall have the authority to

terminate the services with prior notice of one month and may take steps to re-tender or take other appropriate actions.

- **20.12** If the security services contractor wishes to withdraw from the contract, they must provide notice at least three months prior to their intended cessation of services. Failure to provide such notice will result in the forfeiture of the contractor's performance bond.

.....

Signature of bidder

Date:

CONTRACT FORMS

FORM OF PERFORMANCE GUARANTEE

_____ [Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: Secretary, Ministry of Health and Mass Media,
No. 385, Rev. Baddegama Wimalawansa Thero Mawatha,
Colombo 10.

Date: _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of Contractor/supplier] (hereinafter called „the Contractor”) has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the _____ [insert “construction / “supply”] of _____ [name of contract and brief description of Works or supply] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount of figures] (_____) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the _____ day of _____, 20 _____ [insert 28 days beyond the scheduled contract completion date]. and any demand for payment under it must be received by us at this office on or before that date.

signature(s)]

**FORMAT FOR CONTRACT AGREEMENT
SUPPLY OF SECURITY SERVICES FOR THE
MINISTRY OF HEALTH AND MASS MEDIA**

This agreement made and entered into in Colombo on this day of20..., between Ministry of Health and Mass Media having it's office at No. 385, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10 hereinafter called and referred to as the Party of the First Part (which terms or expression shall where the context so admits, mean and include the said Ministry of Health and Mass Media its successors and permitted assignees) of the one part.

And

.....having its registered office at
....., hereinafter called and referred to as the Party of the Second part (which term or expression shall where the context so admits, mean and include the said its successors and permitted assignees) of the other part whereas the party of the First Part in desirous that Security Services should be provided by the party of the Second Part and has accepted a Bid by the party of the Second Part for provision of such services.

Witnesses :

- 1.The Party of the second Part here by undertakes to provide a full, adequate and satisfactory security service to the(Hos. Name) under Ministry of Health and Mass Media more fully described in the scope of Service.
- 2.For such Security Services at the said premises the Party of the Second Part will employ required number of Security Service personnel as are or specified in the scope of Service.
- 3.The Party of the First part shall pay the Party of the second part all such sums as may be due to them at the rates specified in the price schedule for such security services provided as aforesaid by the part of the Second Part. The payment shall be made for services rendered.
- 4.Either party shall terminate this Agreement by giving one month notice to the other party.
5. Any dispute arising from this agreement shall be referred to arbitration.

THIS AGREEMENT WITNESEETH AS FOLLOWS:

- 1).The words and expressions in this agreement shall have the meaning assigned to them in the Conditions of Contract, which is part and parcel of this agreement and hereinafter refereed to.
- 2).The following documents shall be deemed to form, be read with the construed as part and parcel of this agreement
 - a)Letter of Award dated
 - b)The said Bid dated
 - c)The Conditions of Contract.
 - d) Price Schedule.

Authorized signature of the
Party of the First Part

Authorized signature of the
Party of the Second Part

.....
Secretary,
Ministry of Health and Mass Media.

Witness :

01.

02.

Witness :

01.

02.