



**MINISTRY OF JUSTICE, PRISON AFFAIRS & CONSTITUTIONAL  
REFORMS**

**BIDDING DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)**

**FOR**

**Obtaining a Building on Rent or Lease basis for the Ministry of Justice,  
Prison Affairs and Constitutional Reforms**

**INVITATION FOR BIDS No: MOJ/ ACT 32/39/2023**

**Issued to** : .....

**Date** : .....

**Non- refundable fee receipt No. & date** : .....

.....

**Issuing Officer**



**Ministry of Justice, Prison Affairs & Constitutional Reforms**

**Invitation for Bids**

**Obtaining a Building on Rent or Lease basis for the Ministry of Justice, Prison Affairs and Constitutional Reforms**

INVITATION FOR BIDS No: **MOJ/ ACT 32/39/2023**

Sealed quotations are invited by the Chairman, Ministry Procurement Committee, Ministry of Justice, Prison Affairs and Constitutional Reforms from qualified bidders for obtaining a building on rent or lease basis for the Ministry of Justice, Prison Affairs and Constitutional Reforms.

01. Sealed quotations are invited for obtaining a building with following facilities situated within 1 km of Superior Courts Complex, Colombo 12 on rent or lease basis for a period of 03 years.
02. Building anticipated to be obtained on rent or lease should have a floor area of 54,600 sq. ft. (except common areas) and should have fulfilled the following basic requirements. (Descriptive description is mentioned in the bid documents.)
  - Easily accessible roads, electricity, and should consist proper sanitary facilities with minimum, required number of toilets for the use of officers and for common use.
  - Should consist of electric lifts with continuous supply
  - Access way for disabled persons should be available
  - Should consist of Air Conditioners and adequate natural light and maximum ventilation.
  - Parking space to park at least 100 vehicles
  - Should have automatically starting generator at electricity outages
  - Fire protection system should be available
03. Bid documents may be inspected free of charge at the Procurement Division of the Ministry of Justice, Prison Affairs and Constitutional Reforms, No. 19, Sangaraja Mawatha, Colombo
04. Required bidders may obtain a set of bid documents from the Ministry between 9.00 a.m. and

3.00 p.m. on working days from 20.12.2023 until 09.01.2024 upon payment of a nonrefundable fee of Rs. 15,000.00.

05. All bids should be accompanied by a Bid Security valid until 10.05.2024 to the value of Sri Lanka Rupees 937,000.00 as per the form attached to the bid document. Incomplete and bids submitted on illegal forms and bids without the Bid Security will be rejected.
06. Duly perfected bids may either be sent by Registered Post to the address given above or deposited in the Tender Box kept in the Procurement Division on the 01<sup>st</sup> Floor of the Ministry of Justice during office hours to receive at or before 11.00 a.m. on 10.01.2024. Late bids will be rejected. Bids submitted in other forms and online will not be accepted.
07. Further details may be obtained from the Director (Procurement), Procurement Division, 01st Floor, at the address given in Para No.03 above. Telephone / Fax No. 011-2438178.

**Secretary**

**Ministry of Justice, Prison Affairs and Constitutional Reforms**

## Section I. Instructions to Bidders (ITB)

<b>A: General</b>	
1. Scope of Bid	1.1 The Employer named in the Bid Data Sheet (BDS) invites you to submit a Bid for providing office space on rent as specified in Section III Schedule of Requirements.
2. Source of Funds	2.1 The Employer intends to apply a portion of the funds provided by the Government of Sri Lanka (GoSL) to eligible payments under the contract for which these bidding documents are issued.
3. Fraud and corruption	<p>The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines of Government of Sri Lanka:</p> <ul style="list-style-type: none"> <li>▪ Parties associated with Procurement Actions, namely, Service Providers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>▪ Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service Providers/contractors 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.</li> </ul> <p>The Employer requires that, as well as bidders, Service Providers, contractors, and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,</p> <ol style="list-style-type: none"> <li>(1) “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;</li> <li>(2) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>(3) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and</li> <li>(4) “coercive practice” means harming or threatening to harm, directly or indirectly,</li> </ol>

	<p>persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>3.3 If the Employer found any unethical practices as stipulated under 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.</p>
<b>B: Contents of Documents</b>	
4. Contents of documents	<p>The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bid Data Sheet</li> <li>• Section III. Schedule of Requirements</li> <li>• Section IV. Checklist of required documents</li> <li>• Section V. Bid submission Form, Price schedule,</li> </ul>
<b>C: Preparation of Bid</b>	
5. Documents Comprising your Bid	<p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form, the Price schedule</li> <li>(b) Compliance to the schedule of requirement</li> <li>(c) Checklist of required documents</li> <li>(d) Other documents as specified in this Invitation for Bid</li> </ul>
6. Bid Submission Form and Price Schedules	<p>The bidder shall submit the Bid Submission Form using the form furnished in Section V. 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.</p> <p>Each bidder shall submit only one Bid.</p>
7. Prices and Discounts	<p>The price to be quoted in the Bid Submission Form shall be the total price of the Bid (including any discounts offered).</p> <p>Price offered shall include all sales and other taxes already paid or payable excluding VAT. VAT shall be indicated separately if applicable.</p> <p>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 shall be treated as non responsive and may be rejected.</p>
8. Currency.	8.1 The bidders shall quote only in Sri Lankan Rupees
9. Documents to Establish the Conformity	<p>The bidder shall furnish as part of its Bid the documentary evidence that the Office space offered conforms to the specifications and standards specified in Section III, "Schedule of requirement".</p> <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential requirements of the premises and available facilities.</p>

10. Period of Validity of Bid and Bid Security	Bids shall remain valid until 12 <sup>th</sup> April 2024. All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the Bidding Documents or Bank Draft in the amount as specified in the Bid Data Sheet which shall be valid until 10 <sup>th</sup> May 2024.
11. Format and Signing of Bid	11.1 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.
<b>D: Submission and Opening of Bid</b>	
12. Submission of Bid	Bids addressed to the Employer should be submitted in sealed envelopes and must be delivered as specified. Envelopes containing the Bid should be clearly marked the specific identification of the contract number. If the Bid is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
13. Deadline for Submission of Bid	13.1 Bid must be received by the Employer at the address set out in Section II, "Bid Data Sheet", and no later Than the date and time as specified in the Data Sheet.
14. Late Bid	14.1 The Employer shall reject any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 13.1 above.
15. Opening of Bids	The Employer shall conduct the opening of Bid in public at the address, date and time specified in the Bid Data Sheet. Representative of the bidders may be present at the bid opening and mark its attendance.
<b>E: Evaluation and Comparison of Bid</b>	
16. Clarifications	To assist in the examination, evaluation and comparison of the Bids, the Employer may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a bidder in respect to its Bid which is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the price or substance of the Bids shall be permitted except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of Bid.
17. Responsiveness of Bids	The Employer will determine the responsiveness of the Bid to the documents based on the contents of the Bid received. If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Employer.

18. Evaluation of Bid	<p>The Employer shall evaluate each Bid that has been determined, to be substantially responsive. To evaluate a Bid, the Employer may consider the following:</p> <ul style="list-style-type: none"> <li>(a) The Price as quoted;</li> <li>(b) Price adjustment for correction of arithmetical errors in the following manner; <ul style="list-style-type: none"> <li>i) 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;</li> <li>ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>iii) if there is a discrepancy between words and 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 (i) and (ii) above.</li> </ul> </li> </ul> <p>The Employer's evaluation of a Bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Bid Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase and bidder's qualifications.</p>
20. Employer's Right to Accept any Bid, and to Reject any or all Bids	20.1 The Employer reserves the right to accept or reject any Bid, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders.
<b>F: Award of Contract</b>	
21. Acceptance of the Bid	<p>21.1 The Employer reserves the right and has the discretion to negotiate rates offered taking in to consideration of current market rates and the facilities offered.</p> <p>The Employer will accept the Bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p>

22. Employer's right to vary quantities at times of award	22.1 At the time the contract is awarded, the Employer reserves the right to increase or decrease the duration of service and related services originally specified in the schedule of requirement, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and Bidding Documents.
23. Notification of acceptance	23.1 Prior to the expiration of the period of validity of Bid, the Employer will notify the successful bidder, in writing, that its Bid has been accepted.
24. Payment	Payment shall be made to the Service Provider as specified in BDS



## Section II: Bid Data Sheet

The following specific data for the goods 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	The Purchaser is <sup>1</sup> : <b>Ministry of Justice, Prison Affairs &amp; Constitutional Reforms</b>  <b>No. 19</b> <b>Sri Sangaraja Mawatha,</b> <b>Colombo 10</b>
ITB 1.1	The name and identification number of the Contract are <sup>2</sup> : <b>Obtaining a Building on Rent or Lease Basis for the Ministry of Justice, Prison Affairs and Constitutional Reforms</b>  <b>MOJ/ACT 32/39/2023</b>
ITB 2.1	The source of funding is <sup>4</sup> : <b>GOSL</b>
ITB 4.4 <sup>5</sup>	Foreign bidders are not allowed to participate in bidding.
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: <b>Director (Procurement )</b>  Address: <b>Ministry of Justice, Prison Affairs &amp; Constitutional Reforms</b>  <b>No. 19</b> <b>Sri Sangaraja Mawatha,</b> <b>Colombo 10</b>  Telephone: <b>011-2438178</b>
	C. Preparation of Bids
ITB 11.1 (e) <sup>8</sup>	The Bidder shall submit the following additional documents: <b>a. A copy of building plan</b> <b>b. A copy of Existing valuation</b> <b>c. A copy of registered document at relevant local government authority including Certificate of Conformity (COC)</b>

	d. <b>Certified Copy of the Deed &amp; Approved Survey plan of the Land.</b>
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ITB 15.1 <sup>10</sup>	The bidder shall quote the local expenditure in Sri Lankan Rupees.
ITB 19.1 <sup>12</sup>	The bid shall be validity until. <b>12<sup>nd</sup> April 2024</b>
ITB 20.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms
ITB 20.2 <sup>13</sup>	The bidder may submit a bid security of <b>Rs. 937,000.00</b> by way of Bank Guarantee issued by reputed commercial bank operating in Sri Lanka in favor of <b>Secretary, Ministry of Justice, Prison Affairs &amp; Constitutional Reforms</b> . The validity period of bank guarantee should be <b>10.05.2024</b> .
	<b>D. Submission and Opening of Bids</b>
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification mark: <b>Obtaining a Building on Rent or Lease Basis for the Ministry of Justice, Prison Affairs and Constitutional Reforms</b> <b>MOJ/ACT 32/39/2023</b>
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention <sup>17</sup> : <b>Chairman</b> Address <sup>18</sup> : <b>Ministry Procurement Committee ‘</b> <b>Ministry of Justice, Prison Affairs &amp; Constitutional Reforms</b> <b>No. 19</b> <b>Sri Sangaraja Mawatha,</b> <b>Colombo 10</b>  The deadline for the submission of bids is: Date: <b>10<sup>th</sup> January 2024</b> Time: <b>11.00 a.m.</b>
ITB 26.1	The bid opening shall take place at: Address: <b>Procurement Branch</b> <b>Ministry of Justice, Prison Affairs &amp; Constitutional Reforms</b> <b>No. 19</b> <b>Sri Sangaraja Mawatha,</b> <b>Colombo 10</b>  Date: <b>10<sup>th</sup> January 2024</b> Time: <b>11.00 a.m.</b>

## E- Evaluation and Comparison of Bids

The following factors and methodology will be used for evaluation:

- a) **The Office Space should be within 1 km radius from Superior Court Complex, Colombo 12.**
- b) The contract shall be on a Long Term Arrangement (LTA) basis with the successful bidder. The LTA will be valid for three years (03) period and may be extended based on the future discussion of the **Ministry of Justice, Prison Affairs & Constitutional Reforms** and if needed as a result of another bidding process.
- c) The office space should be available with all specified amenities preferably three weeks as from the date of award contract.
- d) The office space should be minimum **54,600** square feet and the building with less number of floors entertains the priority. Priority will give for the buildings with ground floor & Successive floors available for rent / lease.
- e) The office space should be with sufficient number of staircases and elevators (with minimum 6 person carrying at a time) easy access to public, convenient access for disabled person.
- f) The building should be reinforced concrete with security conformity with the local government regulation and any other regulation imposed by law. **(Including COC Approvals)**
- g) The office should be allowed for the flexibility of re-organizing and partition the space to meet the **Ministry of Justice, Prison Affairs & Constitutional Reforms'** requirements.
- h) The premises should be provided with essential amenities such as three phase electricity, electrical lightings and power points, electrical installation with proper earthing and stand by automatically operated generator with the capacity of supply power for normal function of office and equipments.
- i) The building should be providing with emergency exit doors to satisfy the requirements of fire service and also satisfy occupational health and safety requirements.
- j) An uninterrupted water supply with minimum water storage facilities. Minimum number of toilets to accommodate at least 375 for staff should be there spread over all floors and equipped with wash hand basins.

- k) All areas of the office space should be properly ventilated. There should be adequate natural ventilation execute office work even in conditions of without A/C too.
- l) There should be adequate natural lighting through glazed opening in the office space to enable use of natural lighting during the day time with an alternative of artificial lighting.
- m) The proposed building should have parking space at least for 100 vehicles at a time
- n) The building including the office space should be freshly painted.
- o) Provision should be made for blinds for all glazed opening.

### Section III: Schedule of Requirements

#	Description	Availability	Remarks
1	Whether the location of the building is within 1km radius from Superior Court Complex, Colombo 12.		
2	Required square feet minimum <b>54,600</b> sqft		
3	Priority will be given to less number of floors (Mention number of floors available for rent /lease )		
4	Sanitary facilities with minimum number of toilets for offices and common use spread over all floors.		
5	Adjoining floors and electronic elevator facility should be available (each time 6 persons or above)		
6	Access specially designed for the disabled		
7	Emergency exits and employee security should be guaranteed.		
8	Proper lightening protections should be installed		
9	Equipped with adequate fire extinguishers		
10	Power supply – Required the CEB 3 phase electricity supply and standby automatically operated generator to provide uninterrupted Power Supply.		
11	Continuous supply of water and adequate water storage facility to ensure uninterrupted water supply.		
12	All floors required to be fully air-conditioned		
13	Ventilation – All floors ensure proper ventilation to work in a condition even without the AC		
14	Availability of properly finished floor & Ceiling		
15	The ability of partitions meet the requirement of the Ministry of Justice, Prison Affairs & Constitutional Reforms		
16	Vehicle parking ability – minimum <b>100</b> vehicles		

**Other Terms & conditions to be followed.**

- i. Meeting the eligibility criteria will make a bidder qualify for the visit of the property by the Procuring Entity for verification of the information given by the bidder, which meets the requirement of the Procuring Agency after due inspection will be considered qualified and responsive bidder.
- ii. Both the parties shall enter to a lease/ rent agreement.
- iii. Legal clearances shall produce if observed differences between the name of the lesser and name of the owner in the title deed.
- iv. Elevator facilities should be available if it is more than 2 floors.
- v. Building shall be in a well-protected area with separate pipe borne water, good sanitary facilities, and a sewerage system.
- vi. Electricity, Water, Telephone, WIFI bills will be borne by the Ministry.
- vii. Adequate washroom facilities should be available for male and female.
- viii. Availability of adequate parking space for minimum of 100 vehicles.
- ix. Bids should be submitted (in the prescribed format only) indicating the extent of the building, expected monthly rent / lease, terms and condition, existing facilities, contact details for visiting the premises, proof of ownership (copy of the deed).
- x. Ministry should have the right to perform interior designing, cubicle construction, additional wiring, cabling etc. Therefore, building owner should willing to give a permission for those kinds of arrangements.
- xi. The building that the Ministry will consider, where the location that easy access to public from the public roads. Also the building should comply to serve to the general public with most efficient status as well as to maintain the goodwill of the Ministry.
- xii. The bidder should be submitted the list of repairs categorizing as Major & Minor and who should take the responsibility and the both the parties to be discussed and to take a decision.
- xiii. Both parties should be compelled to follow/bear any rules & regulations implementing by the government time to time.
- xiv. Both parties should be compelled to follow/bear any taxes imposed by the government time to time.

- xv. The period of rent/ lease will be three (03) years and payment will be made on monthly basis. Ministry has the authority to terminate the agreement by giving prior notice of 3 months. The owner should agree to do major repairs during the rent/ lease period. Ministry will attend to minor repairs only. If Ministry requires extending the agreement period for more than three years, as per the consent of the Procurement Committee the bidder would be informed of the desire to extend one month prior to expiry of the agreed period.
  
- xvi. The Ministry shall reserve the right to terminate the agreement by giving one- month notice if the terms and conditions of the agreement are violated and on reasonable or situational grounds.

## Section IV

### Checklist of Required Documents

Completed Checklist of required documents table shall be submitted with the bid. This table may be expand (if necessary). The purpose of the table is to provide the summary checklist of items that must be included in the Bid.. The table also provides a summary page reference scheme to ease and speed the Employer’s Bid evaluation process.

	<b>Document Number and Information Required</b>	<b>Check Yes/No</b>	<b>Page No.</b>
1	Bid Submission Form		
2	Price Schedule		
3	Compliance to the schedule of requirement		
4	Bid Security		
5	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential requirements of the premises and available facilities.		
6	Bids addressed to the Employer should be submitted in sealed envelopes clearly marked the specific identification of the contract number.		
7	Documentary proofs to certify that the bidder is the owner/ Lease Holder of offered properties is required to be submitted along with the Bid.		
8	Documentary evidence to show ownership/Lease Holder ship of property or the authority from the owner/lease holder.		
9	Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Bid.		
10	Clearances/No Objection Certificates from all relevant Government, provincial and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/By-laws along with the documents in support of ownership of Building/Land and construction thereon must be submitted with the Bid. Also, copies of approved plan of the accommodation offered should be submitted along with the Bid.		



Bidders are required to read and fully understand all the sections and contents of the Bidding Document and it is mandatory to submit above listed documents. Further, any other documentation that is requested for in the Bidding Document, whether or not it is listed in the table above, are required to be submitted with the Bid. It is the responsibility of the Bidders to ensure that the proposals/Bids submitted by them fully address the requirements stated in all the sections of the Bidding Document.

## Section V

### Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions will be accepted.]*

Date:

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with requirements specified in the Schedule of Requirements.
- (c) The monthly rental of our Bid including any discounts offered is given in Price Schedule.
- (d) Our Bid shall be valid for the period of time specified in ITB Clause Reference 10.1, from the date fixed for the Bid submission deadline in accordance with Bid Data Sheet (ITB Clause Reference 13.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name :

Signature of authorized officer of the Owners/Lease Holders:.....

Name of authorized officer of the Owners/Lease Holders:.....

Address:.....

Contact details: Tel ....., email .....

Date:

**DETAILED BID  
SUBMISSION**

**FORM            A.    Details of the lesser**

1	Name of the lessor	
2	Permanent address of the lessor	
3	Contact Telephone numbers	

**B.    Details of the proposed building (for rent or lease)**

4	Postal Address of the location	
5	Name of the owner (appeared in the titledeed)	
6	Telephone numbers (if available)	
7	How old this building (no. of years)	
8	Building designed for a House/Commercial or any other	
9	Current status of the building (whether the possibility for immediate occupy)	
10	Clear floor height from floor to ceiling	
11	Distance from Superior Court Complex Colombo 12 (in km)	
12	Total numbers of floors in the building	
	Sqft area of each floor	Ground Floor :
		1 <sup>st</sup> Floor        :
		2 <sup>nd</sup> Floor        :
		3 <sup>rd</sup> Floor        :
	4 <sup>th</sup> Floor or above :	

13	Sqft area and numbers of floors, thatproposes <b>for rent or lease</b>	
14	Whether portion/s or floor/s of same building are occupied by others	
15	Do you agree that the building lease out for period of 03 years (Yes/No) <i>If no, explain the reason</i>	

<b>C.</b>	<b>Details of the amenities in the proposed building (for rent or lease)</b>	
16	Parking facilities for how many vehicles	
17	Availability of pipe borne water	
18	Availability of Three phase electricity for entire building	
19	Availability of Services	
20	Availability of Stair case	
21	Nos. of Toilets /Wash rooms available and where these are located (describe the fittings and sizes <i>sqft area</i> of washrooms)	
22	Nos. of wash basins available and where these are located (describe the places)	
23	Nos. 13 AMP Plug outlets are fitted Nos. 15 AMP Plug outlets are fitted Nos. 5 AMP Plug outlets are fitted	
24	Generator availability	
25	Fire Exist	
26	Other facilities available (Please specify)	

27	Boundary of the property a. North b. East c. South d. West	
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I hereby confirm that, all the terms and conditions specified with respect to this Expression of Interest are acceptable to me. I further confirm that all the required details have been

furnished and if this Expression of Interest form is incomplete in any respect on my part then the same is liable to be rejected.

I am aware that Ministry of Justice, Prison Affairs & Constitutional Reforms is not bound to accept the Expression of Interest and will not be required to give any reason for rejecting this Expression of Interest.

I further certify that I am an authorized signatory of my company and am, therefore, competent to submit the details towards this Expression of Interest.

Yours faithfully,

(Signature of the  
Property Owner)

Date

**Price Schedule  
FINANCIAL PROPOSAL/CONSIDERATION**

1	Area available for rent/ lease (Sq.ft)	
2	Monthly Rental Comprised with building rent / repair and Periodical service and maintenance	
	1 <sup>st</sup> year Monthly rate (Rs. /Sq.ft)	In Figures
		In Words
	2 <sup>nd</sup> year Monthly rate (Rs. /Sq.ft)	In Figures
		In Words
	3 <sup>rd</sup> year Monthly rate (Rs. /Sq.ft)	In Figures
		In Words
3	Taxes	
4	Monthly Rental (if any increases after 03 years lease period)	
5	Payment Terms (please specify)	
6	Deposits (If any)	In Figures
		In Words
7	Any comments	

Name of bidder:

Signature & Date:

## **CONDITIONS OF CONTRACT**

### **LAW GOVERNING CONTRACT**

The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Government of Sri Lanka.

### **NOTICE**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

### **AUTHORIZED**

#### **REPRESENTATIVE**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Ministry or the supplier may be taken or executed by the officials.

### **TAXES AND DUTIES**

The lesser shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

### **EFFECTIVENESS OF CONTRACT**

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### **EXPIRATION OF CONTRACT**

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

### **MODIFICATIONS OR VARIATIONS**

Any modification or variation of the terms and condition of this contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **FORCE MAJEURE**

The failure on the part of the parties to perform to their obligation under the contract

will be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

#### **NO BREACH OF CONTRACT**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of or on default under this contract insofar as such inability arises from an event of Force Majeure provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other party as soon as possible about the occurrence of such an event.

#### **EXTENSION OF TIME**

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

#### **TERMINATION OF CONTRACT BY LESSOR/LESSEE. As per clause 5**

##### **GOOD FAITH**

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objective of this contract.

#### **SETTLEMENT OF DISPUTES**

##### **AMICABLE SETTLEMENT**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

#### **ARBITRATION**

IF the Ministry and the Supplier fail to amicably settle any dispute arising out of or in connection with the contract within ten (10) days of commencement of such informal negotiation, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act. Venue of arbitration shall be Colombo and proceedings of arbitration shall be conducted in English.



## **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]*

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID SECURITY (BANK GUARANTEE) No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) 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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of 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 of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by \_\_\_\_\_ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. ....

\_\_\_\_\_  
*[signature(s)]*