



OCEAN UNIVERSITY OF SRI LANKA
BIDDING DOCUMENT

Rent/Lease Building for Ocean University of Sri Lanka – 2022-2024

IFB NO: OCU/PROC/LEASE/RENT BUILDING/NCB/2021-04

Deadline for the submission of Bid	31.01.2022 until 11.00am
Bid Validity up to	02.05.2022
Bid Security	Rs.600,000/=

**OCEAN UNIVERSITY OF SRI LANKA,
51, PANNANANDA MAWATHA,
MATTAKKULIYA,
COLOMBO - 15.
T.P. 011-4346991/993**

Very Important

Bidders are requested to strictly comply with the following:

1. Bid should be submitted in one envelop and marked “Original”.
2. A duplicate of the Bid should be in a separate envelop marked “Duplicate”.
3. Both the “Original & Duplicate” of the bid should be submitted in one Cover. The name and addresses of the firm submitting the bid should appear in the cover.
4. Bids received late will be rejected.

5. Bid should strictly contain an unconditional and on demand Bid Security addressed to The Vice Chancellor, Ocean University Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo-15. The Amount of Bid security (refundable) is Rupees 600,000/= (Rs. Six Hundred Thousand) from a reputed Commercial Bank operating in Sri Lanka valid up to 30th May 2022. The Bid security must be submitted along with the original bid in the envelope marked “Original”.

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1. Accordingly, the Chairman, Department Procurement Committee (DPC) of the Ocean University of Sri Lanka hereby invites Bids from Owners / Sole nominated representative of the building to Rent/Lease a Building of sq.ft.25,000 to 35,000 area for teaching, learning, and administration purposes of the University.
 2. Bidder will be selected according to the lowest rate per sq. ft. or monthly rental for whole premises for the award of contract. In addition to that compatibility for a teaching and learning environment will be considered.
 3. Interested parties can download the bid document from the website of the Ocean University, www.ocu.ac.lk **09th January 2022 to 28th January 2022** upon payment of a **non-refundable fee of Rs.8, 000/= to be credited to People's Bank Mattakuliya-Colombo 15, Branch, Account No:214-1-001-4-3629868.**
 4. Pre-Bid meeting will be held at 11.00 a.m. on 20th January 2022 at the Board Room, No.51, Pannananda Mawatha, Mattakkuliya, Colombo – 15.
 5. The bids and duplicate with Rs.8,000/= non-refundable bank deposit slip shall be courier or deposited in the tender box located at the office of the Ocean University of Sri Lanka, No.51. Pannananda Mawatha, Mattakkuliya, Colombo-15 to receive on or before 11.00 a.m.31st January 2022.
- The envelope containing Bid documents will be opened at 11.30 a.m. On 31st January 2022. Bidders or their authorized representatives can participate in the opening of the Bids.
 - Bids shall be valid for 91 days (up to 02nd May 2022) from the date of bid closing.
 - Bids shall be accompanied by **Bid Security of Rs.600,000/=** obtained from any Commercial Banks approved by the Central Bank of Sri Lanka, valid up to 30th May 2022 written in favor of the Vice-Chancellor, the Ocean University of Sri Lanka.
 - Bids received late will be rejected.
 - All the forms mentioned in the Annex must be filled and attached to the bid document. Information in these forms will be considered for the evaluation.
 - The Ocean University of Sri Lanka will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids.

- The Department Procurement Committee of the Ocean University of Sri Lanka reserves the right to accept or reject any or all bids at any stage of the process without assigning any reasons thereof and no claim, dispute on this aspect shall be entertained. The Department Procurement Committee of the Ocean University of Sri Lanka reserves the right over the final decision relevant to the award of contract.

Interested parties could obtain further information or seek clarifications from the below personal between 09.30 a.m. to 03.00 p.m. on weekdays.

01. Ms. I.W.A.Sashika,
Development Officer - Procurement Division,
The Ocean University of Sri Lanka,
No.51, Pannananda Mawatha, Mattakkuliya,
Colombo 15.

Tel No.: +94(0)114346993/991

**The Chairman,
Department Procurement Committee,
The Ocean University of Sri Lanka,
No.51, Pannananda Mawatha, Mattakkuliya,
Colombo 15.**

For Office Use only

Ref. No: OCU/PROC/LEASE/RENT BUILDING/NCB/2021-04

Rent/Lease New Building – 2022-2024

Regulation / Condition and the form for the submission of Bid

01. Name of the Company	:
02. Company Address	:
03. Document No.	:
04. Receipt No	:

.....
Date

.....
Signature of the Issuing Officer

Stamp:

Volume 01

Section I. Instructions to Bidders (ITB)

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

General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Building incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and the number of lots (individual contracts), if any, are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand-delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
2. **Source of Funds**
 - 2.1 Payments under this contract will be financed by the source specified in the BDS.
3. **Ethics, Fraud and Corruption**
 - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/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.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

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

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

4. Eligible Bidders

4.1 This Invitation for Bids is open to all bidders duly incorporated and based in Sri Lanka governed by rule, laws, and statutes of Government of Sri Lanka/ Sole nominated representative/ Owners of the Building shall be eligible.
No Bidder will be accepted from foreign principals who do not have the sole nominated representative/ accredited agent in Sri Lanka.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

4.4 Foreign Bidder may submit a bid only if so, stated in **the BDS**

5. Eligible Buildings

5.1 All Lease/Rent buildings supplied under this contract shall have complied with applicable standards. In the absence of such

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

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

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing an addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, according to ITB Sub-Clause 23.2

Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in the English language.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15**;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c) Documentary evidence in accordance with IT Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bid** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the per sq. ft. or monthly rental for whole premises it proposes to supply under the Contract.
- 14.2 Any discount offered against the price schedule shall be included. However, a Bidder wishes to offer a discount as a lot the bidder may do so by indicating such amounts appropriately.

- 14.3 (i) Prices indicated on the Price Schedule shall include all taxes already paid or payable by the Supplier.
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, according to ITB Clause 31
- 15. Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
- 16 Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17 Documents Establishing the Conformity of the Lease/Rent Building and Related Services** 17.1 To establish the conformity of the Lease/Rent Building and Related Services to the Bidding Documents, the Bidder shall furnish part of its Bid documentary evidence that the Lease/Rent Building conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Lease/Rent Building and Related Services, demonstrating substantial responsiveness of the Lease/Rent Building and applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18 Documents Establishing the Qualifications of the Bidder** 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or imposing and damages. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be substantially in accordance with the form included Section IV, Bidding Forms;
 - (c) be payable promptly upon written demand by the Purchaser incase the conditions listed in ITB Clause 20.5 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - i. sign the Contract in accordance with ITB Clause 42;
 - ii. Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

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

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
 - (a) Bidders submitting bids by hand shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (c) bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB.

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

23. **Deadline for Submission of Bids**
- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended only.
24. **Late Bids**
- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. **Withdrawal Modification of Bids**
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22(except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION; “and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41. 1..
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
26. **Bid Opening**
- 26.1 The Purchaser shall conduct the bid opening in public at the address, date, and time **specified in the BDS.**
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall

be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

27. Confidentiality

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm

the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

- 29. Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Lease/Rent Building and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) 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
 - (b) 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 (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

- 31. Preliminary Examination of Bids**
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract** Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 33.1 If the bidders are allowed to quote in foreign currencies in Single with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

Evaluation and Comparison of Bids

- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factor's stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of Lease/Rent Building. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Post qualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Acceptance Bid, and to Reject Any or All Bids**
 - 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- 39. Award Criteria**
 - 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award**
 - 40.1
- 41. Notification of Award**
 - 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
 - 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
 - 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract**
 - 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
 - 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

- 43. Performance Security**
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security (5% of contract value) in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 44. Corrections to BID Documents**
- 44.1 Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialed. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.

Section VI - Conditions of Contract (CC)

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Lease/Rent Building by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Purchaser” means the entity purchasing the Lease/Rent Building, as specified in the Contract Data.
- (h) “Related Services” means the services incidental to the supply of Lease/Rent Building initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to which Lease/Rent Building to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (j) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (k) “The Project Site,” where applicable, means the place named in the Contract Data.

- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption** 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 Lease/Rent Building supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute/s. In the absence of such standards, the Lease/Rent Building supplied shall be complied with other internationally accepted standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after Lease/Rent the Building under the Contract. Arbitration proceedings

shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Scope of Supply** 11.1 The Lease/Rent Building to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Lease/Rent Building shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Lease/Rent Building included in the Scope of Supply in accordance with CC Clause 11.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Rent/Leasing Building performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 15. Terms of Payment** 15.1 The Contract Price shall be paid as specified in the Contract Data.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the building supplied and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16. Taxes and Duties** 16.1 The Supplier shall be entirely responsible for all taxes, duties.
- 17. Performance Security** 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide performance security of Ten percent (5%) of the Contract Price for the performance of the Contract.

- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier no later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Subcontracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier

from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

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

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited

to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

35. Assignment

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

Section VIII - Contract Forms

3.1 Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

***Beneficiary:**

Vice-Chancellor, Ocean University of Sri Lanka,

No.51, Pannananda Mawatha, Mattakkuliya, Colombo 15.

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[Reference number of the contract]* dated----- with you, for the -----Supply of----- *[name of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required as 5%_of the Contract Price for the performance of the Contract (as stated in 17.1 in Section VI - Conditions of Contract)

At the request of the Supplier, we -----*[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----*[amount in 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 date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[Signature]

3.2 Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

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

ICB No. and title: *[insert number and title of bidding process]*

[Issuing agency's letterhead]

Beneficiary:

Vice-Chancellor, Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo 15.

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*⁵⁰ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier using the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁵¹.

[Signature of authorized representative(s) of the issuing agency]

⁵⁰ *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁵¹ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

RENT AGREEMENT BY AND BETWEEN

This agreement of tenancy is made at [city name], on this [date] day of [Month] 2020. BETWEEN [Owner's Name], son of _____ resident of NIC No. _____ (hereinafter called "the lessor", which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the ONE PART.

AND

Ministry of Education, (hereinafter called "the lessee". (Which expression shall where the context so admit shall include it administrator, official, successors-in- interest and any person or person through or under it) of the OTHER PART.

WHEREAS, LESSOR is absolutely seized and possessed or otherwise well and sufficiently entitled to the building bearing No. _____ situated at _____

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, LESSOR and LESSEE hereby covenant and witness as under:-

1. TERMS.

a. LESSOR hereby leases the leased Premises to LESSEE, and LESSEE hereby leases the same from LESSOR. The LESSOR has agreed to grant lease in respect of the demised premises for a term of three years, commencing from _____ to _____.

b. Lessee may renew the Lease for one extended term of ___[years]___. Lessee shall exercise such renewal option, if at all, by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. RENTAL

- a. The monthly rent payable by the Lessee to the Lessor from the date of possession in respect of the said premises shall be [monthly rent] (Rupees).
- b. Lessee shall also pay to Lessor one month rent as "Security Deposit"; besides, advance rent of six months

3. The LESSEE Covenants with LESSOR as under:-

3.1 **UTILITIES:** To be liable for payment of electric, gas, water, sewerage, telephone and any other conservancy charges, as per monthly bills/consumption, without fail from

the occupation of demised premises earlier all dues, default, arrears of electricity or any other charges if any the Lessee not liable thereof.

3.2 **SUBLEASE OF HIRED PREMISES:** Not to assign, sublease wholly or partially with the possession of the premises without prior consent of the Lessor, in writing.

3.3 **NON CONFIRMATION USE OF HOUSE :** Not to use the premises for any other purpose except for running an office, as per requirements of its functioning.

3.4 **ALTERATION AND IMPROVEMENTS IN PREMISES :** The Lessee will be entitled to carry out, at its expenses, such temporary alteration and to install such fixtures and fittings as may be required by the Lessee, and it will be removable at the time of vacation of rented premises, on the option of lessee.

3.5 **STRUCTURAL ALTERATION:** Not to make any structural alterations into or upon the demised premises or make any alterations or addition to the external appearance or any part of the demised premises without the previous consent of the Lessor in writing.

3.6 **HANDING OVER OF THE PREMISES:** Upon expiry of the lease period to remove all such fixtures and fittings installed by the Lessee and to hand over vacant possession of the said premises in the same condition to the Lessor, normal wear and tear expected, as at the time the Lessee took over possession of the premises pursuant to this agreement.

4. The LESSOR covenants with LESSEE as under:-

4.1 **STRUCTURAL AND MAJOR REPAIR.** To carry out all structural and major repairs to the premises as may require from time to time.

4.2 **PERMISSION FOR RENOVATION.** To permit the Lessee to install or affix fixtures or fitting in the premises and to detach and repossess the same at the expiration or termination of the lease.

4.3 **PAYMENT OF TAXES :** To pay the property tax leviable on the premises. Also to pay all other future taxes and charges arising out of the said premises imposed by the Government from time to time.

4.4 **USAGE OF THE PREMISES:** To ensure that Lessee shall peacefully enjoy use of the premises without any hindrance or interference from the Lessor or any quarters / co-owner/neighbors/bodies person.

4.5 **PROVISION OF ELECTRIC UTENSILS:** The lessor shall provide 100 KV electric load with 3-Phase electric meter (or as per requirement) for Lessee's use. Another meter will be made available with owner consent, if required. The lessor shall provide the sufficient space for generator on the front side of the demise premises, any tax imposed on such space, the same shall be payable by the lessor. (As all the taxes is responsibility of the owner).

4.6 WHITE WASH/COLOUR OF THE PREMISES: The lessor shall bear white wash/color expenses every year in the demise premises.

5. THE LESSOR WARRANTS THAT:-

5.1 NECESSARY APPROVALS FROM AUTHORITIES: That there are no restriction or impediments in the Lessor's rights/entitlement to lease the premises to the Lessee for the purpose mentioned and that if all necessary Approvals/permission/consents of the relevant Government Department/Municipal Authority/Development Authority etc, are required, at the Lessor will not hesitate to extent all their support in this regards to ensure free, smooth and unrestricted use of the premises by the Lessee for the purpose of running a office and to provide copies of entitlement and documents for such purpose, whenever required.

5.2 UNDERTAKING OF THE BUILDING: The premises at the time of handing over, is structurally sound in every respect and may be used for the purpose which is leased and the Lessor undertakes that the structure has been erected in accordance with the necessary approvals/premises/ consents/plants/permits of the relevant Government Department/ Municipal Authority /Development Authority/Housing Authority.

5.3 EFFECTS OF NATURAL DISASTERS ON PREMISES: "If, during the period of this lease agreement, the premises is destroyed or damaged due to structural defects or damages by an earthquake, civil commotion, nots, war, political disturbance, storm or any other disaster beyond the control of the Lessee, the Lessee at its sole discretion shall have the right to terminate this lease agreement on one month notice and upon such termination no further rent shall be payable by the Lessee. In case the advance rent already paid to the Lessor (owner of the building) it will be returned for remaining period of time to the Lessee by the owner of the building.

5.4 PAYMENT OF TAXES: That property tax or any other taxes levied on the Demised Premises by the Central and /or Provincial or Local Government shall be paid and born by the Lessor. In the event of the Lessor being declared a defaulter thereof by, and in response to a legal notice in this context received by the LESSEE from, the relevant tax authorities, the Lessee shall so inform the Lessor in writing. If the Lessor fails to pay the said tax within the period stipulated in the notice, the Lessee may elect to pay the outstanding taxes accruing against the Lessor and deduct the paid amount from next future rental payments.

6. HANDING TAKING OVER OF THE BUILDING: Upon expiry of the lease or upon its earlier termination, the parties at time of handing over possession will carry out a joint survey of the

premises to confirm that the premises is being handed over in good condition, normal wear and tear expected. In case any damages is identified and agreed by the parties during the joint inspection, the Lessee will have this repaired at its own cost.

7. **TERMINATION OF THE CONTRACT:** The Lessor and Lessee agree to strictly abide by the terms and conditions as laid down in this agreement. Contract termination period by the Lessor shall be depended on the cost of renovation. The Lessee may terminate the lease after giving (90 days) written notice to this effect.

IN WITNESS WHEREOF the parties here unto have set and subscribed their respective hands at [city name]. On the day month and year first, mentioned above.

LESSEE:

For and on behalf Ministry

Name:

Designation:

S/o/D/o/W/o NIC No:

NIC No:

In the presence of:

Signature of WITNESSES
WITNESSES

1- Name:

Name: Address:

Address: NIC No:

NIC No:

2- Name:

Address

Address: NIC No:

NIC No. :

LESSORE:

For and on behalf of lessor

Name:

In the presence of:

Signature of

1-

2- Name:

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Section II. Bidding Data Sheet (BDS)

The following specific data for the Lease/Rent Building 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 the Ocean University of Sri Lanka .
ITB 1.1	The name and identification number of the Contract is: Rent/Lease Building for Ocean University of Sri Lanka – 2022/2024 IFB No: OCU/PROC/LEASE/RENT BUILDING/NCB/2021-04
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
ITB 4.4¹	Foreign bidders are not allowed to participate in bidding.
	B. Contents of Bidding Documents
ITB 7.1	For Technical Clarification purposes only, Mr. Wasantha Wijesinghe– 0713548059/wasantha.herath@ocu.ac.lk The Purchaser’s address is: Attention: Senior Assistant Director-Procurement and Stores(Acting) Address: The Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo-15. Telephone:0114346992 Mobile:0713548059 E - mail address: wasantha.herath@ocu.ac.lk
	C. Preparation of Bids
ITB 11.1 (e)⁵	The Bidder shall submit the following documents: a) Bidder shall enclose the original and the copy of the Bid in separate sealed envelopes with bid ref. number, duly marking the envelopes as “ORIGINAL” and “COPY”. These Envelopes containing the Original and the Copy shall then be enclosed in one single envelope. b) The Bid shall be signed by the person duly authorized to do so and a letter issued by the company to confirm his signature should be submitted. c) Clear ownership document of the premises. d) Certificate of Conformity (COC). e) Clear title report for the land. f) Plan of the building

	<p>g) Street Line Clearance Certificate</p> <p>h) Company Profile. (If the bidder is a registered company)</p>
ITB 15.1⁷	The bidder shall quote in Sri Lankan Rupees.
ITB 17.3⁸	<p>The Lease/Rent will be for two (02) years commencing from May 2022.</p> <ul style="list-style-type: none"> • Minimum period of two (02) years from 2022 to 2024 with provisions to extension for another two years (from 2024 to 2026, if it is necessary)
ITB 19.1⁹	The bid shall be valid until 02/05/2022
	<p>The amount of the bid security shall be Rs. 600,000/=</p> <p>The validity period of the bid security shall be until 30/05/2022</p> <p>Beneficiary: Vice-Chancellor, Ocean University of Sri Lanka.</p> <p>(Shall be unconditional on-demand Bank Guarantee issued by a Commercial Banks operating in Sri Lanka, on the format given in the bidding document.)</p> <p>***Pre bid meeting will be held on 20th January 2022, 11.00 a.m. onwards at the Board Room of the Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo – 15.</p> <p>*** After issuing awarding letter to the substantially responsive bidder, the bidder shall sign an agreement with the Ocean University for period of two years commencing from May 2022 to impose a binding contract among two party's specimen deed agreement is attached under Section VIII, page No.31-34. (Given deed agreement is a specimen only for the reference, but a lease/rent agreement shall be signed after the awarding the contract).</p> <p>*** A Performance Security shall be required five percent (5%) of the total contract sum(for two years) as per the specimen given under contract forms obtained from a bank approved by the Central Bank of Sri Lanka shall be submitted within fourteen (14) days of the acceptance.</p> <p>The performance security shall be valid for 30 days after the completion of contract.</p>

DETAILED BID SUBMISSION		
	Details of the lessor	
	Full particulars of the legal owner of the premises a) Name with initials: b) Permanent address of the lessor: c) Telephone (Land & Mobile Nos): d) Fax: e) E-mail:	Please provide details
	Details of the Rent/Lease Building)	
	a) Complete address b) Brief description and location of the building c) Whether commercial use d) Name of Municipal Council/ Pradeshiya sabha area e) Constructed year f) Current status of the building (Suitability for immediate occupation) g) Nearest Main city h) Distance to the nearest main city (km) Distance from the nearest: i) Railway station j) Bus stand /Expressway interchange k) Nearest Police Station	Clearance certificate for use commercial purposes.
	The total area offered for lease/rent is in sq. ft. Effective floor area/Usable floor area for lecture halls, Library, Labs,etc.. and office area. (Certified sketch & site plan needed)	
	Particulars of conformity certificate (Certified copy of COC issued by the competent authority)	
	Parking facilities– (minimum of 15 number of light vehicles)	
	Type of the building design- a) Whether single floor or multi-storey (if multi-storey, provide the area, floor wise) b) Types of spaces (rooms, hall, etc.)	Please provide the details to each of the sub-points

	<ul style="list-style-type: none"> c) Whether there are any conditions for carrying out partitioning as per the requirement of the University d) Whether partitioning (temporary) is permitted as per the requirement of the University e) Availability of Generator(capacity) f) Semi-permanent structures will not be accepted g) Availability of Telephone/ Fax/wifi facilities 	
09	<ul style="list-style-type: none"> a) Number of lifts and their carrying capacity (Provide details of make, year of installation & status of working, etc., and maintenance.) b) Availability of Staircases/elevators 	
10	<p>Availability of Toilets/Washrooms (Provide number of Toilets with details of capacity of each toilet i.e Urinals. Commodes and Wash Basin separately for men and women)</p>	
11	<ul style="list-style-type: none"> a) Availability of pipe-borne water for 1300 users per day) b) Availability of the water round the clock. 	
12	<ul style="list-style-type: none"> a) Availability of electrical installation such as fittings, power plugs, switches, etc., b) Availability of Ceiling/Wall fans (If yes, provide the details) c) Availability of Air conditioners (Floor-wise/central). If not provisions for installation of Air Conditioners 	
13	<ul style="list-style-type: none"> a) Availability of three-phase Electricity for entire building/buildings (1300 users per day) b) Whether there is a possibility to increase the capacity of electricity 	
14	<p>Provide details of fire safety mechanism along with particulars of fire department certificate</p>	
15	<p>Possibility for immediate occupying if not provided the period.</p>	
16	<p>l) Possibility of extension beyond lease/rent period (2022-2024)</p>	
17	<p>Provide latest tax receipts (Property, municipality tax, etc.) taxes will not be</p>	

	paid by the University other than the VAT.	
18	The space offered should be free from any liability and litigation concerning its ownership, lease/renting and there should be no pending payments against the same	
19	Clearance/ No objection certificate from all relevant Central / Local government authorities including Fire Department for use as office premises conforming to the municipality rules/By-Laws. Copies of all Clearance/No Objection Certificates from all relevant Central/State Government and Municipal authorities. Copies of the approved plan	
20	Other facilities available, please specify	
21	Whether building covered with the fence/wire mesh Availability of lightning arresters Availability of cafeteria/food parlor's/restaurant surrounding areas	
22	Future plan for the repair & maintenance of the rented building among the two parties	

Declaration

(i) I/We have read and understood the detailed terms and conditions applicable to the subject offers as supplied with bid documents and agree to abide by the same in totality.

(ii) It is hereby declared that the particulars of the building etc. as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false. I/We shall be liable to such consequence/ lawful action as the Department may wish to take.

(ii) I/We further certify that I/We are authorized of my/our company and am/we, therefore, competent to submit the details towards this bid.

Signature:
(Property Owner)

Name:

Designation:

Date:

D. Submission and Opening of Bids

ITB 22.2 (c) The inner and outer envelopes shall bear the following identification marks:
Rent/Lease New Building for the Ocean University of Sri Lanka – 2022-2024
IFB No: OCU/PROC/LEASE/RENT BUILDING/NCB/2021-04

ITB 23.1 For bid submission purposes, the Purchaser's address is:
Attention: **Chairman, Department Procurement Committee.**
Address: **The Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo 15.**

The deadline for the submission of bids

is: Date: **31/01/2022**

Time:**11.00 A.M.**

ITB 26.1 The bid submission and opening shall take place at **Board Room**
Address: **The Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo 15,**

Date: **31/01/2022**

Time:**11.30 A.M.**

Section III.

Qualification and Evaluation Criteria

Selection Criteria

Responsive Bidder, who agreed on terms and conditions of the bidding documents and also offered the lowest rate per sq. ft. or monthly rental for whole premises will be considered for award of contract. In addition to that the following requirement compatibility for a teaching and learning environment will be considered.

- Property should be around – Colombo 1- 15 and suburban areas
- The effective floor area/usable floor area should be within the range of 25,000-35,000 sq.ft
- Semi permeant structures are not accepted
- Minimum period of two (02) years from 2022 to 2024 with provisions of extension from qualified bidders.
- Should be available of pipe born water drinking & otherwise around the clock. (Water board connection) for 1300 users per day
- Parking facilities for a minimum of 15 number of light vehicles
- Need certified copy of COC issued by the competent authority
- Need a No objection Certificate from all relevant central, /provincial /Local government and municipal authorities including Fire Department for use as office premises conforming to the municipality rules/ bye-laws.
- Need copies of the approved plan of the office space being offered
- Washroom facilities for men and women
- Should be available generator based on building requirement
- Should be available of telephone/ fax/ Wi-Fi facility
- Should be available lifts/elevators, Stair Cases
- Distance from the nearest Expressway interchange
- Availability of three-phase Electricity for entire building/buildings
- Willing to get the electricity load increased in case Ocean University needs
- Details of power backup facilities
- Details of fire safety mechanism along with particulars of fire department certificate
- Should be provided latest tax receipts (Property, municipality tax, etc.)
- Building/Buildings should be covered with fence/wire mesh, available lightning arresters
- Should be available of cafeteria/food parlor's/restaurant at the surrounding area of the premises.
- Space offered should be free from liability and litigation

Section IV. Bidding Forms

6.1 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 shall be accepted.]

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

No.: *[insert number of bidding process]*

To: **The Vice Chancellor, Department Procurement Committee, Ocean University of Sri Lanka.**

We, the undersigned, declare that:

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

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements for the **Lease/Rent Building for the Ocean University of Sri Lanka – 2022-2024.**

IFB No: OCU/PROC/LEASE/RENT BUILDING/NCB/2021-04

- (b) The total price of our Bid without VAT, including any discounts offered, is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) Our bid shall be valid for the period specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtaining performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates, or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

6.2 PRICE SCHEDULE

No. of sq. ft. available	Amount per sq. ft. (LKR) per month	Monthly rent (LKR)
The total amount per month:		
VAT, if registered (provide TIN Number)		
Total with VAT per month (LKR)		

Note:

- a) The lowest bidder shall be decided based on the total amount filled in above and any rent revision proposed No other changes shall be considered lowest bidder.
- b) The quote should be covering all taxes and duties. This shall be the amount payable by the Department monthly as rent.
- c) Rates should be quoted in figures and words without any errors, overwriting, or correction and should include all applicable taxes, etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.

Signature:

Designation:

Name:

Date:

6.3 Bid Guarantee

[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:

Vice-Chancellor, Ocean University of Sri Lanka.

No.51, Pannananda Mawatha, Mattakkuliya, Colombo 15.

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: -----*[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by 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 (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your 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 (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the 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.

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)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____

[Signature of authorized representative(s)]

Section V – Schedule of Requirement

7.1 Technical Specifications

Space required for	Area/Requirement	Period
For utilizing as university premises (Teaching, Learning, Administrative and other)	The effective floor area should be within the range of 25,000-35,000 sq. ft. Should have the capacity including the minimum number of toilet blocks five, required and covered parking area with a minimum of 15 numbers of light vehicles.	Two years (Extendable)

- Property should be around – Colombo 1- 15 and suburban areas
- The effective floor area should be within the range of 25,000-35,000 sq.ft
- Semi permeant structures not accepted
- Minimum period of two (02) years from 2022 to 2024 with provisions of extension from qualified bidders.
- Should be available of pipe born water drinking & otherwise around the clock. (Water board connection) for 1300 users per day
- Parking facilities for a minimum of 15 numbers of light vehicles
- Need certified copy of COC issued by the competent authority
- Need a No objection Certificate from all relevant central /provincial /Local government and municipal authorities including Fire Department for use as office premises conforming to the municipality rules/ bye-laws.
- Need copies of the approved plan of the office space being offered
- Washroom facilities for men and women
- Should be available generator based on building requirement
- Should be available of telephone/ fax/ Wi-Fi facility
- Should be available lifts/elevators, Stair Cases
- Distance from the nearest Expressway interchange
- Availability of three-phase Electricity for entire building/buildings
- Willing to get the electricity load increased in case Ocean University needs
- Details of power backup facilities
- Details of fire safety mechanism along with particulars of fire department certificate
- Should be provided latest tax receipts (Property, municipality tax, etc.)
- Building/Buildings should be covered with fence/wire mesh, available lightning arresters
- Should be available of cafeteria/food parlor’s/restaurant at the surrounding area of the premises.

7.2 Terms & Conditions

7.2.1 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.

7.2.2 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.

7.2.3 REPRESENTATIVE

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

7.2.4 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.

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or 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 possible about the occurrence of such an event.

7.2.10 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.

7.2.11 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.

7.2.12 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.

7.2.13 ARBITRATION

If the Purchaser 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/Sinhala.

Section VII. Contract Data

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

CC 1.1(i) **The Purchaser is** the Vice-Chancellor, Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo – 15.

CC 8.1 For notices, the Purchaser's address shall be:

Attention: The Vice-Chancellor, Ocean University of Sri Lanka

Address: No.51, Pannananda Mawatha,
 Mattakkuliya,
 Colombo-15.

Telephone: 011-4346992

Facsimile Number: 011-2525103

CC 17.1 **A Performance Security shall be** required five percent (5%) of the total contract sum(for two years) as per the specimen given under contract forms obtained from a bank approved by the Central Bank of Sri Lanka shall be submitted within fourteen (14) days of the acceptance.

The performance security shall be valid for 30 days after Completion of the Contract.

8.1 Letter of Acceptance

[Letterhead paper of the Client]

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for information of the Contract as described in Clause 25 of the

[date]

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____



OCEAN UNIVERSITY OF SRI LANKA

INVITATION FOR BIDS (ITB)

Renting/Leasing of 25,000-35,000 sq. ft. of Building and other Services Requirement for the Ocean University

1. The Chairman, Department Procurement Committee of the Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo – 15 invites sealed bids for lease or rent a building for use of the University for a minimum period of two (02) years from 2022 to 2024 with provisions of extension from eligible and qualified bidders for the above Procurement.
2. Basic requirements that should be fulfilled are as follows.
 - The offered space must be available in a building located within the area around Colombo 1- 15 or suburban areas
 - The building should have obtained the approval of the relevant Central/Provincial/Local government authorities.
 - Minimum period of two (02) years from 2022 to 2024 with provisions of extension from eligible and qualified bidders.
 - The effective floor area should be within the range of 25,000 to 35,000 sq. ft.
 - The building should have adequate amenities such as pipe-borne water, electricity, telephone, and sanitary facilities.
 - Should have security fence/parapet wall/iron mesh
 - Should be situated close to the main road within 5 km of the city limits/town center
 - Plan of the building and clear title for the land should be available
 - Premises offering additional parking space, parking facilities should be available for a minimum of 15 numbers of light vehicles.
 - Premises ready for possession and occupation with all necessary permissions and approvals in place.
 - The owner of the building only should submit a quotation and the selected building will be leased/rented subject to Government Assessment.
3. Bidding will be conducted through National Competitive Bidding (NCB).

Contract No.	Name of the Contract	Refundable Bid Security Rs.	Bids Closing date and Time
OCUSL/LEASE/RENT BUILDING/NCB/2021-04	Lease/Rent New Building for Ocean University of Sri Lanka – 2022-2024	600,000.00	31.01.2022 11.00 a.m

4. Interested parties can download the bid document from the website of the Ocean University, www.ocu.ac.lk from **09th January 2022** to **28th January 2022** upon payment of a **non-refundable fee of Rs.8,000/= to be credited to People's Bank Mattakuliya- Colombo 15, Branch, Account No:214-1-001-4-3629868.**
5. Sealed Bids in duplicate, mark the caption **“Rent/Lease a Building for the Ocean University of Sri Lanka-2022-2024”** on the top left-hand corner of the envelope, enclosing Bid document, should be deposited in the tender box located at the office of the Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya, Colombo - 15, to be received on or before 11.00 am on 31.01.2022. Bids will be opened on 31.01.2022 at 11.30 a.m. at the above address.
6. The bid may be submitted either by the owner of the building or by the owner's authorized representative. The representative will have to **enclose the letter of authority** along with the expression of interest. Otherwise, the offer is liable to be considered null and void. and the Bidder or his authorized representative may be present at the time of opening of Bids.
7. Pre-Bid meeting will be held at 11.00 a.m. on 20th January 2022 at the Ocean University of Sri Lanka, No.51, Pannananda Mawatha, Mattakkuliya Colombo15.
8. Chairman, Department Procurement Committee, Ocean University of Sri Lanka reserves the right to accept or reject any bid at any time.

Further details may be obtained by calling to the Procurement Division.Tel:011-4346991 or Senior Assistant Director - Procurement on Tele.No.011-4346992

The Chairman,
Department Procurement Committee,
The Ocean University of Sri Lanka,
No.51, Pannananda Mawatha, Mattakkuliya,
Colombo-15.