



BIDDING DOCUMENT

ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 of THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO

CONTRACT NO: - FOM/DO/UCFM/NCB/2026/01

Deadline for the Submission of Bid	17/09/2026
Bid Validity up to	16/12/2026
Package No	Bid Security
Package 1	Rs. 3,000.00
Package 2	Rs. 89,000.00
Total Package	Rs. 92,000.00
Bid Security validity Period	13/01/2027
Bid security addressed to (Beneficiary)	Vice Chancellor

Client

FACULTY OF MEDICINE,
UNIVERSITY OF COLOMBO,
NO.25,
KYNSEY ROAD,
COLOMBO 08.

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UNIVERSITY OF COLOMBO

INVITATION FOR BIDS

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR
CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF
THE FACULTY OF MEDICINE,
UNIVERSITY OF COLOMBO**

Contract No: - FOM/DO/UCFM/NCB/2026/01

- 1) The Chairman, Department Procurement Committee (Major), University of Colombo invites sealed bids from eligible bidders for Annual Maintenance Contract (AMC) for Central Air Conditioning System installed in the UCFM tower–2026/2027 of the Faculty of medicine, University of Colombo
- 2) The intended service period is one year.
- 3) Bidding will be conducted through the National Competitive Bidding (NCB) procedure.
- 4) Bidder should have at least Five years’ experience in the relevant field in Sri Lanka with ISO certification of quality management system.
- 5) Interested eligible bidders may obtain further information from the Deputy Registrar, Faculty of Medicine, University of Colombo (Contact No. 0112 695 300), and inspect the bidding documents at the Dean’s Office of Faculty of Medicine, University of Colombo from 9.00 a.m. to 3.30 p.m. from 24/08/2026 to 16/09/2026 free of charge or visit university website <http://www.cmb.ac.lk> to inspect the document.
- 6) A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Deputy Registrar, Faculty of Medicine, University of Colombo, No.25, Kynsey Road, Colombo 08 and upon payment of a non-refundable fee of Rupees 5,000/-. Non – refundable fee can be paid to the University Main Collection Account by using No. 505170600013 to any People’s Bank branch. The documents may be purchased until 2.30 p.m. from 24/08/2026 to 16/09/2026
- 7) The bids shall be deposited in the ‘Tender Box’ available in the Dean’s Office of the Faculty of Medicine, University of Colombo, or sent under a registered post to be received before the deadline at the address of Deputy Registrar – Faculty of Medicine, University of Colombo, No.25, Kynsey Road, Colombo 08. Please indicate the “ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01” on top of the left corner of the envelope. Late bids after bid closing date of 17/09/2026 and time of 2.30PM shall be rejected. The bids will be opened immediately after closing of the bids on 17/09/2026 in the presence of the bidders or their authorized representatives who choose to attend the bid opening.
- 8) All bids must be accompanied by an unconditional, on demand Bid Security from any Commercial Bank registered under the Central Bank of Sri Lanka as specified in the following table. If the bidder wishes to quote for all the packages, a total Bid Security of Rs. 92,000.00 must be submitted through a Commercial Bank operated in Sri Lanka approved by the Central Bank of Sri Lanka. If the bidder intends to quote for a package where the required Bid Security

is less than Rs. 5,000.00, such amount may be paid in cash by depositing it to Account No. 505170700003 at any branch of People's Bank.

Package	Description	QTY	Bid Security/LKR.
Package 1	Chiller Plant & Control Panels	2	3,000.00
Package 2	Chilled Water Pumps, VFDs & Control panel	3	89,000.00
	Condenser Water Pumps & Control panel	3	
	Cooling Towers & Control panel	2	
	Chilled Water Chemicals with water testing	1	
	Condenser Water Chemicals with water testing	1	
	Air Handling Unit	4	
	Fan Coil Unit (Cassette)	544	
	Fan Coil Unit (Ducted)	12	
Total Bid Security			92,000.00

- 9) Bids will be evaluated based on the requirements stated in the bidding document and will not be evaluated only on the prices quoted.
- 10) Bidder should have been registered under the Public Contract No.03 of 1987 and certificate of registration and a duly completed and **Non-Collusion Declaration** shall be submitted along with the Bid.
- 11) Pre- Bid meeting Venue, time and date of the pre-bid meeting will be as follows;

Date :- 03.09.2026

Time :- 10.30 a.m.

Venue :- Meeting room, Deans office, Faculty of Medicine, University of Colombo,
No. 25, Kynsey road, Colombo 08

**Chairman,
Department Procurement Committee,
University of Colombo,
No.94, Cumarathunaga Munidasa Mawatha,
Colombo 03.**

VOLUME 01

Section I. Instructions to Bidders

A. General

- | | |
|---|---|
| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.</p> |
| 2. Qualification and Experience of the Bidder | <p>2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:</p> <ul style="list-style-type: none">(a) List of Services performed for each of the last five years;(c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;(d) Work plan and methodology(e) list of major items of equipment proposed to carry out the Contract;(f) qualifications and experience of key staff proposed for the Contract;(g) any other if listed in the Bidding Data. |
| 3. Cost of Bidding | <p>3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.</p> |
| 4. Site Visit | <p>7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidder's own expense.</p> |

B. Bidding Documents

5. Content of Bidding Documents
- 5.1 The set of bidding documents comprises the documents listed below:
- | | |
|--------------------|--|
| Volume 1 | |
| Section I. | Instructions to Bidders |
| Section IV | Conditions of Contract |
| Section VII | Forms of Securities |
| Volume 1I | |
| Invitation for Bid | |
| Section II | Bidding Data |
| Section III | Forms of Bid and Qualification Information |
| Section V | Contract Data |
| Section VI | Employer's Requirements |
| Section VII | Activity Schedule |
6. Clarification of Bidding Documents
- 1.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid
- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; and
 - (b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".
- 8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:
- (i) Volume 1 of the Bidding Document
 - (ii) Bid security if requested;
 - (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
 - (iv) Other information listed in Bidding Data; and
 - (v) Any other information, bidder may wish to include

8.3 The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

8.4 The two covers shall then be sealed in an outer envelope all inner and outer envelopes/covers shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices 9.1 The contract shall be for the Services, as described in the Employer’s requirements, Section VI, based on the priced activity schedule submitted by the Bidder.

9.2 The bidder shall fill in rates and prices for all items of the services described in the in employer’s requirements, Section VI and listed in the activity schedule, Section VIII. Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the activity schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total bid price submitted by the bidder. However VAT shall be included separately.

10. Currency of Bid and Payment 10.1 The lump sum price shall be quoted by the bidder shall be in Sri Lanka Rupees.

11. Bid Validity 11.1 Bids shall remain valid for the period specified in the Bidding Data.
11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A bidder may refuse the request without forfeiting the Bid Security (if submitted). A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security 12.1 If indicated in the Bidding Data, the bidder shall furnish, as part of the bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- (a) if the Bidder withdraws the bid after bid opening during the period of bid validity;
- (b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the bidder fails within the specified time limit to:

- (i) sign the Contract; or
- (ii) furnish the required Performance Security (if required).

13. Format
and
Signing of
Bid

13.1 The Bidder shall prepare one original of the documents comprising the bid as described in Clause 8 of these Instructions to bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, all pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

13.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

14. Sealing
and
Marking
of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened if required.

- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids
- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids
- 16.1 Any bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening
- 17.1 The Employer will open the envelope marked, ‘Envelope 1 – Qualification and Experience’, in the presence of Bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders’ representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders’ names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 17.2 The envelopes marked ‘Envelope 2 – Financial Bid’ will be opened after the completing the evaluation of envelope marked ‘Envelope 1 – Quality and Experience’, in the manner described in Sub-Clause 21.2.
18. Clarification of Bids
- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, request any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
19. Examination of Bids and Determination of Responsiveness
- 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer’s Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20 Evaluation of Qualification and Experience
- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.
- 20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:
- 20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.
- 21 Evaluation of Financial Bid
- 21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,
- 21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened
- 21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
 - b) correcting the arithmetical errors in-pursuant to Clause 22.
 - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
 - d) applying any discounts offered by the Bidder.
- 21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
22. Correction of Errors
- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria
- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
24. Employer's Right to Accept any Bid and to Reject any or all Bids
- 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
25. Notification of Award and S
- 25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of

Acceptance”) will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate

25.4 all agreements between the Employer and the successful Bidder.

26.
Performance
Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27.
Advance
Payment and
Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

SECTION IV - Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider
- (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

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| 1.3 Language | This Contract has been executed in English Language |
| 1.4 Notices | Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data. |
| 1.5 Location | The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve. |
| 1.6 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data. |

2. Commencement, Completion, Modification, and Termination of Contract

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|-------------------------------|---|
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data. |
| 2.2 Starting Date | The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data. |
| 2.3 Intended Completion Date | Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. |
| 2.5 Force Majeure | |
| 2.5.1 Definition | For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |
| 2.5.2 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 as possible about the occurrence of such an event. |

2.5.3 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.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and twenty-eight (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

- 3.1 General The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
- 3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.5 Service Providers' Actions Requiring Employer's Prior Approval The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the Contract Data.
- 3.6 Reporting Obligations The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

- 3.7 Documents Prepared by the Service Providers to Be the Property of the Employer
- All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
- 3.8 Liquidated Damages
- 3.8.1 Payments of Liquidated Damages
- The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment
- If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5
- 3.9 Performance Security
- The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

- 4.1 Description of Personnel
- The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.Obligations of the Employer

- | | |
|----------------------------------|---|
| 5.1 Assistance and Exemptions | The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC. |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be. |
| 5.3 Services and Facilities | The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F. |

6.Payments to the Service Provider

- | | |
|---|--|
| 6.1 Lump-Sum Remuneration | The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3. |
| 6.2 Contract Price | The Contract Price is set forth in the Contract Data. |
| 6.3 Payment for Additional Services, and Performance Incentive Compensation | 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D. |
| 6.4 Terms and Conditions of Payment | Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period |

stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

- | | |
|----------------------------------|--|
| 6.5 Interest on Delayed Payments | If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data. |
|----------------------------------|--|

7. Quality Control

- | | |
|--|--|
| 7.1 Identifying Defects | The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. |
| 7.2 Correction of Defects, and Lack of Performance Penalty | <p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8</p> |

8. Settlement of Disputes

- | | |
|-------------------------|--|
| 8.1 Amicable Settlement | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 8.2 Dispute Settlement | <p>8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.</p> <p>8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.</p> <p>8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.</p> |

Section VIII - Forms of Securities

Annex A Form: Bid Security (Bank 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: [name and address of Employer] 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 Bidder") has Submitted to you its bid dated ----- [*insert (by issuing agency) date*] (hereinafter called "the Bid") for the supply of [insert name of service provider] under Invitation for Bids No. 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 SLBFE 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)]

Annex B Form: Performance Bank Guarantee (Unconditional)

To: Faculty of Medicine, University of Colombo

Whereas [name and address of Service Provider] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor .

Name of Bank .

Address .

Date. .

VOLUME 02

Section II: Bidding Data Sheets

The following specific data for the Services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. [Instructions for completing the Bidding Data Sheet are provided, as need, in the notes in italics mentioned for the relevant ITB Clauses.

ITB Clause Reference	A. General
ITB 1.1	The Employer is: The Vice Chancellor, University of Colombo
ITB 1.2	The Intended Completion date is- One year from the date of signing the agreement.
ITB 1.3	The name and identification number of the Contract are: ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO-FOM/DO/UCFM/NCB/2026/01
ITB 2.2	a) Experience in service of a similar nature for during last five consecutive years (2021-2025) and names, addresses & contact numbers of clients whom may be contacted for further information. b) Documentation of Authorized agent of Original Equipment Manufacturer for servicing. c) Work plan and methodology/Method statement, Service report format & planned preventive maintenance schedule d) List of major items and equipment/tools proposed to carry out the Contract e) Qualifications and experience of staff proposed for the Contract; f) Service provider should provide audited financial statements of the last three consecutive years (2021 to 2023) along with the bid. g) Details of VAT Registration – if the bidder has not registered for the collection of VAT a letter stating that the bidder has exempted for collection of VAT from the Commissioner of the Department of Inland Revenue should be submitted with the Bid. h) ISO certification detail i) Service Provider shall submit a duly completed and signed Non-Collusion Declaration along with the Bid as per the section III.
	B. Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only, the Client's address is: Attention: Facility Engineer, Faculty of Medicine Address: No. 25, Kynsey Road, Colombo 08 Telephone: +94 776589523 Electronic mail address: facilityengineer@med.cmb.ac.lk

	D. Submission of Proposal																							
ITB 9.1	The Bidders may quote following minimum quantities: Air Conditioning system installed in the UCFM Tower <table><tr><td>Package</td><td>Description</td><td>QTY</td></tr><tr><td>Package 1</td><td>Chiller Plant & Control Panels</td><td>2</td></tr><tr><td rowspan="8">Package 2</td><td>Chilled Water Pumps, VFDs & Control panel</td><td>3</td></tr><tr><td>Condenser Water Pumps & Control panel</td><td>3</td></tr><tr><td>Cooling Towers & Control panel</td><td>2</td></tr><tr><td>Chilled Water Chemicals with water testing</td><td>1</td></tr><tr><td>Condenser Water Chemicals with water testing</td><td>1</td></tr><tr><td>Air Handling Unit</td><td>4</td></tr><tr><td>Fan Coil Unit (Cassette)</td><td>544</td></tr><tr><td>Fan Coil Unit (Ducted)</td><td>12</td></tr></table>	Package	Description	QTY	Package 1	Chiller Plant & Control Panels	2	Package 2	Chilled Water Pumps, VFDs & Control panel	3	Condenser Water Pumps & Control panel	3	Cooling Towers & Control panel	2	Chilled Water Chemicals with water testing	1	Condenser Water Chemicals with water testing	1	Air Handling Unit	4	Fan Coil Unit (Cassette)	544	Fan Coil Unit (Ducted)	12
Package	Description	QTY																						
Package 1	Chiller Plant & Control Panels	2																						
Package 2	Chilled Water Pumps, VFDs & Control panel	3																						
	Condenser Water Pumps & Control panel	3																						
	Cooling Towers & Control panel	2																						
	Chilled Water Chemicals with water testing	1																						
	Condenser Water Chemicals with water testing	1																						
	Air Handling Unit	4																						
	Fan Coil Unit (Cassette)	544																						
	Fan Coil Unit (Ducted)	12																						
ITB 11.1	The period of Bid validity shall be - 90 days from the bid opening date of 16/12/2026 (17/09/2026 to 16/12/2026)																							
ITB 12.1	Bid shall include an Unconditional on demand Bid Security (issued by any commercial bank registered under the Central Banks of Sri Lanka) according to the format included in Section IV Bidding Forms The amount of the bid security is as follows; <table><tr><td>Package No</td><td>Bid Security</td></tr><tr><td>Package 1</td><td>Rs. 3,000</td></tr><tr><td>Package 2</td><td>Rs. 89,000</td></tr><tr><td>Total Bid Security</td><td>Rs. 92,000</td></tr></table> If the bidder wishes to quote for all the packages, a total Bid Security of Rs. 92,000.00 must be submitted through a commercial bank operated in Sri Lanka approved by the Central Bank of Sri Lanka. If the bidder intends to quote for a package where the required Bid Security is less than Rs. 5,000.00, such amount may be paid in cash by depositing it to Account No. 505170700003 at any branch of People’s Bank. The validity period of the bid security shall be until: 13/01/2027 (17/09/2026 to 13/01/2027) The beneficiary of the bid security shall be: The Vice-Chancellor, University of Colombo	Package No	Bid Security	Package 1	Rs. 3,000	Package 2	Rs. 89,000	Total Bid Security	Rs. 92,000															
Package No	Bid Security																							
Package 1	Rs. 3,000																							
Package 2	Rs. 89,000																							
Total Bid Security	Rs. 92,000																							

ITB 14.1	a) The inner and outer envelopes shall bear the following identification marks: ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER – 2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01 b) For bid submission purposes, the Client’s address is: Attention: Deputy Registrar, Faculty of Medicine, University of Colombo Address: No. 25, Kynsey Road, Colombo 08 The bids shall be deposited in the ‘Tender Box’ available in the Dean’s Office of the Faculty of Medicine, University of Colombo, or sent under a registered post to be received before the deadline at the address above. Please indicate the “ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01” on top of the left corner of the envelope.
ITB 15.1	The deadline for the submission of bids is: Date: 17.09.2026 Time: 2.30 p.m.
	E. Bid Opening and Evaluation
ITB 17.1	The Bid Opening shall take place at: Address: Meeting Room, Dean’s Office, Faculty of Medicine, University of Colombo Date: 17.09.2026 Time: 2.30 p.m. (immediate after closing the bids)
ITB 20.1	I. The factors and methodology used for evaluation: Preference under public finance circular 04/2020. Accordingly, Public Enterprises will be given 15% special preference over the rest of the bidders. The special treatment will be considered only during the financial evaluation stage and not during the technical evaluation stage. This preference will be considered only if the relevant procurement committee is satisfied that the services included in the bid submitted by the Public Enterprise constitute sizeable value addition by way of domestic inputs such as local raw materials, labor and overheads. II. Evaluation will be done by package wise. III. The Evaluation process will consider the following steps Step 01: Bidders who provided required Documentations will be considered for step 02. Step 02: Bidders shall comply Section III: Qualification Information Step 03: Bidders who satisfied Step 01 and Step 02, will be evaluated as substantial responsive lowest financial proposal and shall be selected for negotiation. IV. Further, the evaluation criteria that are discussed in Section V: Qualification and Evaluation criteria under contract data will be also considered.

Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

1. Form of Bid

[date]

To: Faculty of Medicine, University of Colombo

Having examined the bidding documents, we offer to provide the Services ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01 in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Non-collusion Declaration

(Relevant Reference to the Procurement Guidelines - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

.....
Signature of the Declarant

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on thisday of at

BEFORE ME,

.....
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

2. Qualification Information

Qualification Information / Criteria

All bidders shall include the following information in determining qualification criteria

- a) Should be a registered Business firm under Business Registration Act
- b) Should be a registered limited liability Company with the Registrar of Companies under the Companies Act No. 07 of 2007 (Documentary evidence should be submitted in this regard. certified copy of BRC should be attached together with the Bid documents)
- c) Should be an established relevant Water cool chiller service provider in active operations within Sri Lanka for at least five (05) years in the business field. (Documentary evidence should be submitted in this regard)
- d) Documentary evidence to prove that the bidder has successfully entered into at least one annual maintenance contract with a minimum value of Rs. 1.5 Mn per annum for a Government Department, Corporation or recognized private sector organization during the last 03 years.
- e) Compliance with all Schedule of Requirement SECTION – VI. Amendments after acceptance of awarding of the contract will not be allowed.
- f) Should have a minimum Average Net profit Before tax value of Rs. 2Mn for last three (03) years.
- g) Shall provide a list of existing Clients with references.
- h) Work plan and methodology/Method statement, Service report format & planned preventive maintenance schedule
- i) List of major items and equipment/tools proposed to carry out the Contract
- j) Qualifications and experience of staff proposed for the Contract
- k) Conditional bids shall be rejected.
- l) Any other information to prove qualification and experience.

Failure to furnish the above documents and details along with the bid may result in the bid being rejected / for detailed evaluation.

Bid Evaluation Criteria

Bids will be evaluated to determine the lowest evaluated substantially responsive bidder based on the following criteria. In this process, the bidder should submit their qualification information using the following schedules. Any additional information, if any, additional pages may be used.

Schedule A	Experience
Schedule B	Work Methodology/ Method statement and Staff employed
Schedule C	Financial Stability and Commercial Sustainability

Schedule A

Experience:

Schedule A – Experience in Similar Assignments of last 5 years (Qualification and Experience Information)				
Period	Client (Name, address & Contact No.)	Description of work	Contract Value (Rs)	Scope of work

Include only the relevant form as selected under ITB 2.2 of Biding Data Sheet

Submitted by:

.....
Bidder's name and signature

Schedule A – Clients Reference
ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S MARKING REFERENCES ON THE SERVICES EXECUTED BY BIDDER (Attached certified Copies)

Schedule B

Work Methodology / Method statement:

Proposed standard method of statement to service each equipment by the bidder to optimize the performance and durability of the system including the following,

- (i) Number of trained technicians/supervisors employed
- (ii) Compliance with Section VI
- (iii) List of Tools are used for the service
- (iv) Uniform of the technicians
- (v) Planned preventive maintenance schedule

Sample Work Methodology/Method statement is Appendix F

Schedule C

Financial Stability and Commercial Sustainability:

1. Financial Detail

S. No.	Description	Audited Accounts Nearest Last 03 years			Proof reference (Pls. attach)
		Year 01	Year 02	Year 03	
1	Gross Income				
2	Net Profit after tax				
3	Current Assets				
4	Non-Current Assets				
5	Total Assets				

6	Current Liabilities				
7	Net Assets				
8	Debt Capital				
9	Contingency liabilities				
10	Equity Capital				

2. Annual Turn- Over Information

Last 3 years

Name of Bidder:

Year	Turn-over	Net Profit before Tax	Net profit After Tax	Remarks

.....
Signature of the Bidder

3. 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 Instructions to Bidders. This standard Form of Letter of Acceptance should be filled in and sent to the Successful Bidder only after evaluation of bids has been completed.

[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: _____

4. Form of Contract

THIS CONTRACT AGREEMENT is made the day of....., 2026.

BETWEEN

- (1) (hereinafter called “the Employer”), and
- (2) **[insert name of Service provider]**, a company incorporated under the laws of Sri Lanka and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Bidder”).

WHEREAS the employer **Accepted a Bid by the Bidder Invitation for Bids for providing..... for the**

accepted a Bid by the Bidder for the Insurance as given in the price schedule (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the employer and the service provider, and each shall be read and construed as an integral part of the Contract:
 - a) This Contract Agreement
 - b) Bidding Document
 - c) Contract Data
 - d) Conditions of Contract
 - e) Schedule of Requirements
 - f) The Supplier’s Bid
 - g) The Employer’s Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
In consideration of the payments to be made by the employer to the Bidder as hereinafter mentioned, the Bidder here by covenants with the
4. And to remedy defects therein in conformity in all respects with the provisions of the Contract. The employer hereby covenants to pay the Bidder in consideration of the
5. And the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser:

Signed:

Designation:

Company Seal:

in the presence of [insert identification of official witness]

1.....

(Name/Designation/ID)

.....
(Signature)

2.....

(Name/Designation/ID)

.....
(Signature)

For and on behalf of the Service Provider

Signed:

Designation:

Company Seal:

in the presence of [insert identification of official witness]

1.....

(Name/Designation/ID)

.....
(Signature)

2.....

(Name/Designation/ID)

.....
(Signature)

SECTION V - 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.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is Annual Maintenance Contract (AMC) for Central Air Conditioning System installed in the UCFM tower –2026/2027 of the Faculty of Medicine, University of Colombo- FOM/DO/UCFM/NCB/2026/01
1.1(h)	The Employer is Vice Chancellor, University of Colombo
1.1(p)	The Service Provider is
1.4	The addresses are: Deputy Registrar, Faculty of Medicine, University of Colombo Address: No. 25, Kynsey Road, Colombo 08 Telephone: 0112 – 695300, 0112 - 696243 Electronic mail address: info@med.cmb.ac.lk Attention: Telex: Facsimile:
2.1	This Contract shall come into effect on the date the Contract is signed by either parties
2.2.1	The Service Provider shall start carrying out the Services within fourteen (14) days from the date the Contract becomes effective as per clause 2.1
2.3	The Intended Completion Date is One year from the date of Contract becomes effective as per clause 2.1
3.5	In addition to Clause 3.5 of Section IV: Conditions of Contract, the Service Provider shall comply with the following requirements: (a) The Service Provider shall submit the annual Planned Preventive Maintenance (PPM) schedule for the approval of the Facility Engineer/Employer before commencing the services. No preventive maintenance activities shall be carried out until the schedule has been approved. (b) The Service Provider shall obtain a work permit from the Facility Engineer/Employer before commencing each maintenance service or any other work under the contract.
3.8	The liquidated damages rate is 0.2 percent per day in case the service provider is not delivered the services as per the PPM approved by the client The maximum number of liquidated damages for the whole contract is 10 percent of the Contract Price. A service delay shall be deemed to have occurred when the Service Provider fails to carry out the planned preventive maintenance (PPM) for a particular equipment item within the time interval specified in the Employer-approved PPM schedule.

6.4	Payments shall be made according to the following schedule: [Note: (a) the following installments are indicative only; (b) “commencement date” may be replaced with “date of effectiveness;” and (c) if applicable, detail further the nature of the report evidencing performance, as may be required] . Payments in accordance with PPM, subject to certification by the Employer (or Engineer in charge or Representative of the employer), that the Services have been rendered satisfactorily. The payment to the Service provider will be made at the end of each Service against invoice and service reports duly signed by the Engineer in charge or any other authorized staff of the Faculty of Medicine, University of Colombo, raised by the Supplier and based on past performance.
6.5	Payment shall be made within 42 days [28+14] of receipt of the invoice and the relevant documents specified in Clause 6.3.
7.0	In addition to the Conditions of Contract, the following clauses shall apply: Indemnity: The Service Provider shall indemnify, defend, and hold harmless the Employer, its officers, and employees from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising out of or in connection with: (a) any negligence, willful misconduct, or breach of this Contract by the Service Provider, its employees, agents, or subcontractors; (b) any damage to property or injury (including death) caused by the Service Provider during the performance of the Services; and (c) any violation of applicable laws, regulations, or third-party rights by the Service Provider. The Employer shall similarly indemnify the Service Provider from any and all claims, losses, liabilities, and damages resulting from injuries to persons or property arising from the use or operation of the equipment, or any act or omission of the Employer, its employees, or agents. Limitation of Liability: In no event will the Service Provider be liable to the Employer or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, (including negligence tort), or otherwise, regardless of whether such damage was foreseeable and whether or not the Service Provider had been advised of the possibility of such damages.

Appendices

Appendix A - Description of the Services

Provide method of statement for the Services to be provided, PPM Schedule, Service report format, specific tasks to be approved by Client, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. All the service reports shall be acknowledged by the representative of employer/ Engineer in -charge

Appendix C – Key Personnel

List under:

Titles [and names, if already available], detailed job descriptions and minimum qualifications of personnel to be assigned to for each service.

Appendix D – Services and Facilities provided by the Employer will be explained at the Pre-Bid meeting scheduled for 03/09/2026.

Appendix E - Site visit list

**University of Colombo – ANNUAL MAINTENANCE CONTRACT (AMC)
FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE
UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE,
UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01**

No	Location	Date	Signature of the Officer in charge
01	UCFM Tower		

**** Site visit is essential requirement**

Appendix F – Sample for Section III (Schedule B): Work Methodology / Method statement:

Work Methodology / Method statement

Table of Contents

1. Introduction
2. Understanding of the Project
3. Objectives
4. Organization Structure
5. Personnel Deployment
6. Standard Maintenance Methodology
7. Equipment-wise Service Procedures
8. Preventive Maintenance Programme
9. Breakdown Maintenance Procedure
10. Tools and Testing Instruments
11. Safety Management
12. Quality Assurance
13. Documentation and Reporting
14. Uniform and Identification
15. Compliance Statement

1. Introduction

XYZ Engineering (Pvt) Ltd. proposes to carry out the Annual Maintenance Contract for the Central Air Conditioning System installed at the UCFM Tower in accordance with the Employer's Requirements, manufacturer recommendations, SFG20 maintenance standards and good engineering practices.

The objectives are to maximize system availability, improve equipment reliability, reduce breakdowns, improve energy efficiency and extend equipment life.

2. Understanding of the Project

<i>Equipment</i>	<i>Quantity</i>
<i>Water Cooled Chillers</i>	<i>2</i>
<i>Chilled Water Pumps</i>	<i>3</i>
<i>Condenser Water Pumps</i>	<i>3</i>
<i>Cooling Towers</i>	<i>2</i>
<i>AHUs</i>	<i>4</i>
<i>Cassette FCUs</i>	<i>544</i>
<i>Ducted FCUs</i>	<i>12</i>
<i>CMS</i>	<i>1</i>

3. Objectives

Maintain uninterrupted HVAC operation.
Perform planned preventive maintenance.
Attend breakdowns promptly.
Provide monthly reports and recommendations.
Maintain water treatment and testing programme.

4. Organization Structure



5. Personnel Deployment

<i>Position</i>	<i>No.</i>	<i>Qualification</i>	<i>Experience</i>
<i>Service Manager</i>	<i>1</i>	<i>BSc Mechanical</i>	<i>10+ Years</i>
<i>HVAC Engineer</i>	<i>1</i>	<i>BSc/Diploma</i>	<i>8+ Years</i>
<i>Site Supervisor</i>	<i>1</i>	<i>NDT/NVQ</i>	<i>8+ Years</i>
<i>AC Technicians</i>	<i>2</i>	<i>NVQ Level 4</i>	<i>5+ Years</i>

6. Standard Maintenance Methodology

- *Review approved PPM schedule.*
- *Conduct toolbox talk and risk assessment.*
- *Isolate equipment using LOTO.*
- *Perform cleaning, inspection and testing.*
- *Rectify minor defects.*
- *Restore equipment and conduct functional tests.*
- *Record operating parameters.*
- *Obtain client acknowledgement and submit service report.*

7. Equipment-wise Service Procedures

Chillers

- *Condenser tube cleaning*
- *Electrical panel inspection*
- *Oil level check*
- *Sensor inspection*

AHUs

- *Clean filters and coils*
- *Inspect belts*
- *Check motors*
- *Flush drain*

- Performance testing
- Pumps
- Clean pump and VFD
- Check bearings
- Measure voltage/current
- Inspect alignment

FCUs

- Clean filters
- Clean coils
- Check drain pump
- Measure temperatures

Cooling Towers

- Clean basin and fills
- Inspect fan and belt
- Check vibration
- Inspect valves

8. Planned Preventive Maintenance Schedule

Equipment	Frequency
Chillers	2/year
Pumps	2/year
Cooling Towers	4/year
AHUs	3/year
FCUs	3/year
Water Testing	Monthly
CMS	3/year

9. Breakdown Maintenance Procedure

- Receive complaint
- Dispatch technician
- Diagnose fault
- Rectify
- Test system
- Submit breakdown report

10. Tools and Testing Instruments

Mechanical

- Spanner set
- Torque wrench
- Grease gun
- Electrical
- Digital multimeter
- Clamp meter
- Insulation tester

Cleaning

- Wet & dry vacuum
- Pressure washer
- Coil cleaner

HVAC

- Manifold gauge
- Digital thermometer
- Vibration meter
- Anemometer

Safety

- LOTO kit
- Helmet
- Safety shoes
- Gloves

11. Safety Management

- *PPE mandatory*
- *LOTO procedures*
- *Permit to Work*
- *Housekeeping*
- *Incident reporting*

12. Quality Assurance

- *Calibrated instruments*
- *Supervisor inspection*
- *Manufacturer recommendations*
- *Service report verification*

13. Documentation and Reporting

- *Service Report*
- *Breakdown Report*
- *Water Analysis Report*
- *Monthly Performance Report*
- *Equipment History Card*

14. Uniform and Identification

All personnel shall wear company uniform, safety shoes, safety helmet, reflective vest and company ID card while on site.

15. Compliance Statement

<i>Requirement</i>	<i>Compliance</i>
<i>Two full-time AC technicians</i>	<i>Complied</i>
<i>Breakdown attendance</i>	<i>Complied</i>
<i>Monthly water testing</i>	<i>Complied</i>
<i>Service reports</i>	<i>Complied</i>
<i>PPM schedule</i>	<i>Complied</i>

SECTION VI - Schedule of Requirements

A. SCOPE OF WORK:

1. During the service, All the equipment mentioned in the “Inventory list & frequency of service”, will be cleaned & tested according to the standards.
2. The service provider shall carry out routine services, preventive maintenance and breakdown maintenance for Central Air conditioning System covered under this AMC.
3. The scope of Annual Comprehensive Maintenance Service covers upkeep and smooth working of the Central Air Conditioning System within the premises of UCFM tower as per provision laid down in SLA and other provisions contained in the contract.
4. Services will be included with, (Depending on the Equipment list mentioned in Inventory List & frequency of service) SFG20
5. At the end of each service a Service Report will be provided to the client with system condition, shortcomings signed by the service providers engineer in charge.
6. The report of the calibration of gauges shall be attached to the service report if it is done during the services.
7. The service work needed to be done in order to maintain the good condition of the system is mentioned.
8. Service provider shall assign 2 AC technicians full time (from 8AM to 4.30PM) to attend services and breakdowns in week days.
9. The Service Provider shall attend and rectify all breakdowns during the Contract Period without charging any additional labour costs.
Where replacement materials or spare parts are required to rectify a breakdown, the Employer may, at its discretion, either:
 - (a) supply the required materials or spare parts to the Service Provider; or
 - (b) require the Service Provider to supply the required materials or spare parts at the unit rates quoted in the Bid. No additional labour charges shall be payable for the installation or replacement of such materials or spare parts.

No .	Installation details	Scope of Work
1	Chillers 01 Chillers 02 Brand: Climaventa	1. Condenser tube cleaning 2. Electrical panel inspection and cleaning 3. Inspection of Sensors 4. Inspection of oil levels and switches 5. Fixing Insulation damages happened due to the service Overall cleaning and inspection of the chiller and chiller room 6. Cooling load profile report extraction
2	Chilled Water Pump 01 Chilled Water Pump 02 Chilled Water Pump 03 Condenser Water Pump 01 Condenser Water Pump 02 Condenser Water Pump 03 Brand: Armstrong	1. Cleaning of VFD Panels, pump strainer and pump body. 2. Inspection of Electrical wiring, Terminals, VFD panel, voltage & amperage, and abnormal noise. 3. Apply Grease if needed.

3	Cooling Tower 01 Cooling Tower 02	1. Cleaning of Basin, Fins, Fan Blade, Tower strainer, Tower body. 2. Inspection of Basin for Water Leaks, Fan belt, Blade Alignment, Electrical wires, Noise, Vibration, Voltage & Amperage, Service Valves, Actuator Valve.
4	Chemical Dosing System Dosing Pump 1&2 TDS Controllers 1&2	1. Treatment of Chilled water and Cooling Tower 2. Submission of Monthly water analysis report for the following impurities. pH, TDS, Chloride, Hardness, p-Alkalinity, M-Alkalinity. 3. Supply of required chemicals
5	Air Handling Units 01 Air Handling Units 02 Air Handling Units 03 Air Handling Units 04	1. Cleaning of Prefilters, Bag filters, Coil, Drain Plate, Fan, Blower Wheel 2. Inspection of AHU Body 3. Inspection of Motor Belt, Blower Alignment, Actuator, Electrical wires, Noise, Vibration, Volt & Amperage,
6	Fan Coil Unit Cassette (544)	1. Cleaning of Filters, Coil, Drain Plate, Fan, Blower Wheel, Front Cover 2. Inspection of Actuator, Sensors, Drain Pump, Electrical wires, Noise, Vibration, Voltage & Amperage. 3. Apply Anti-corrosion paint for corroded plates.
7	Fan Coil Unit Ducted (12)	1. Cleaning of Filters, Coil, Drain Plate, Fan, Blower Wheel, Front Cover 2. Inspection of Actuator, Sensors, Drain Pump, Electrical wires, Noise, Vibration, Voltage & Amperage

B. INVENTORY LIST & FREQUENCY OF SERVICE

No	Item	Qty (Nos)	No of Services per Annum per unit
1	Chiller Plant & Control Panels	2	2
2	Chilled Water Pumps, VFD & Control Panel	3	1
3	Condenser Water Pumps & Control Panel	3	1
4	Cooling Tower & Control Panel	2	4
5	Chilled Water Chemicals With Water Testing	1	12
6	Condenser Water Chemicals With Water Testing	1	12
7	Air Handling Unit	4	3
8	Fan Coil Unit (Cassette)	544	3
9	Fan Coil Unit (Ducted)	12	3

C. PERFORMANCE STANDARDS, KPIS AND PENALTY FRAMEWORK

1. Purpose of the KPI Framework:

This KPI framework defines the minimum acceptable performance standards expected from the Service Provider for the maintenance of the Central Air Conditioning System (including Chillers, Air Handling Units (AHUs), Fan Coil Units (FCUs), Cooling Towers, Condenser/Chilled Water Pumps, and Associated Controls) installed at the UCFM Tower. Non-compliance will trigger penalties, deductions, or actions as specified herein. This clause supplements the obligations already defined under the Scope of Work and the Schedule of Requirements.

2. Key Performance Indicators (KPIs):

KPI 1 – Timely Submission of the Planned Preventive Maintenance (PPM) Schedule

- Requirement: The Service Provider must prepare and submit a comprehensive, detailed annual and quarterly PPM schedule for the entire Central Air Conditioning inventory (including Chillers, AHUs, FCUs, Cooling Towers, and Pumps) to the Facility Engineer / Employer for formal review and approval. The schedule must clearly define the specific weeks/dates allocated for servicing each equipment group to minimize operational disruption in the UCFM Tower.
- Target: 100% compliance. The complete maintenance schedule must be submitted within fourteen (14) calendar days from the date of the Contract Commencement Date.
- Penalty: * LKR 2,500 per day of delay for every calendar day the submission is delayed beyond the 14-day window.
 - If the Service Provider fails to submit an acceptable PPM schedule within thirty (30) days from contract commencement, the Employer reserves the right to withhold the first quarterly/monthly service invoice payment or treat it as a material breach of contract, which may lead to the forfeiture of the Performance Security.

KPI 2 – Completion of Scheduled Preventive Maintenance Services (PPM)

- Requirement: The preventive maintenance services must be conducted as per the Employer's Requirement, covering the entire Central Air Conditioning inventory (Chillers units, AHUs, FCUs, Cooling Towers, Pumps, and Electrical Control Panels).
- Targets: * 100% completion of all scheduled PPM activities within the defined window (Schedule shall be stated by the service provider and approved by the Client) $\pm$ 14 days.
 - Signed service reports must be submitted within 7 working days after each service visit.
- Penalty:
 - LKR 5,000 per delayed week for any service delayed beyond the allowable window.
 - If the delay exceeds 30 days, the Employer may treat it as a material non-performance and invoke Liquidated Damages (LD) or terminate the contract.

○

KPI 3 – Quality and Accuracy of Service Reports

- Requirements: Each service visit must produce a complete technical report, (Report format shall be approved by the Facility engineer/Employer prior to the 1st service of the contract) including:
 - Work done, detailed equipment condition, and operating parameters (e.g., suction/discharge pressures, compressor currents, oil levels, chilled/condenser water temperature differentials, and air flow rates). Report format may differ for each equipment.
 - Identified defects, warning signs, and engineering recommendations.
 - Snag list updates (where applicable).
 - Rectification requirements and timeline.
 - Commercial proposal for the rectification of any issues not covered under the AMC scope.
- Target: 100% compliance with the approved reporting format & completeness.
- Penalty:
 - LKR 1,000 per incomplete or incorrect report requiring resubmission.
 - Two repeated incomplete/incorrect reports will lead to a formal written warning and an eligibility review for future contracts.

KPI 4 – Response Time for Breakdowns / On-Request Services

- Requirements: The Service Provider shall attend to emergency breakdowns and general faults on all aspects of the Central AC network, including:
 - Chillers and Compressors.
 - Cooling Towers, Condenser Water Pumps, and Chilled Water Pumps.
 - Air Handling Units (AHUs), Fan Coil Units (FCU) and main electrical control panels.
- Targets:
 - Emergency / Critical Faults (*e.g., Total system shutdown, one of the Chiller plant failure, major water line leakages, or failures affecting critical zones like Auditoriums, etc*): 6 hours.
 - General / Non-Critical Faults (*e.g., Individual FCU failures, isolated diffuser issues, or minor fan noises*): 24 hours.
- Penalty:
 - LKR 2,500 per hour of delay in attending to and stabilizing Emergency Faults.
 - LKR 5,000 per day of delay for responding to General/Non-Critical Faults.

- If the delay exceeds 3 days, the Employer may hire a local technician or service provider and deduct the incurred costs from the service provider's bill even if it is more than the maximum allowable Liquidated Damages of the contract.

KPI 5 – System Availability / Uptime

- Requirement: The Service Provider must ensure the Central Air Conditioning systems remain in fully operational condition at all times to maintain indoor environmental design conditions (temperature & humidity comfort) across the UCFM Tower.
- Target: $\geq 95\%$ uptime per month for all major cooling systems (including Chillers, Primary/Secondary Chilled Water Pumps, Cooling Towers, and Main AHUs).

KPI 6 – Workforce Competency and Deployment

- Requirements: Deployed personnel and technicians must:
 - Be formally trained and certified in Central HVAC, Chiller plants, and refrigeration systems maintenance.
 - Wear identifiable company uniforms and strictly follow University safety protocols.
 - Bring all necessary specialized tools, calibrated testing equipment (e.g., manifolds, anemometers, multimeters), and safety gear.
- Target: Minimum of one qualified AC Technician on-site during services, with zero tolerance for untrained or unequipped staff.
- Penalty:
 - LKR 5,000 per visit if unqualified or uncertified staff are deployed.
 - The Employer reserves the right to order the immediate removal of such technicians from the facility.

KPI 7 – Compliance with Engineering Standards

- Requirement: All operations, maintenance, and refrigerant handling work must comply with international and national HVAC standards (ASHRAE, SMACNA) and relevant local building codes.
- Target: Zero critical deviations from recommended engineering and service practices.
- Penalty:
 - Full rectification of non-compliant work entirely at the Service Provider's own cost.
 - LKR 10,000 per occurrence of non-compliant or hazardous servicing practices.

KPI 8 – Housekeeping, Safety, and Environmental Practices

- Requirement: During and after servicing, all work areas (Chiller plants, AHU rooms, roof areas around Cooling Towers) must be left clean, debris-free, safe, and compliant with University HSE rules. This includes the environmentally responsible handling and containment of refrigerants and oils (zero tolerance for intentional venting).
- Penalty:

- LKR 3,000 per incident of HSE or housekeeping violation.
- Serious or repeated environmental/safety breaches may lead to immediate contract suspension and evaluation.

3. Right to Rectify or Replace Service Provider:

If the Service Provider continues to breach the established KPIs or accumulate unchecked penalties for two consecutive quarters, the Employer reserves the right to:

- Engage an alternative third-party service provider to execute the required work at the existing provider's sole cost and risk; or
- Terminate the AMC contract entirely, claim damages, and forfeit the performance security bond.

4. Invoice Submission and Payment Conditions:

4.1 Mandatory Submission Requirements: All invoices for maintenance services rendered must be submitted directly to the Employer's finance/administrative department and must be accompanied by the corresponding original technical service reports for that billing period. Each service report must be clearly signed and stamped by the Facility Engineer or the authorized Employer representative to verify that the work was executed satisfactorily.

4.2 Non-Acceptance of Invoices: Invoices submitted without the required signed service reports will not be accepted for processing or payment under any circumstances, and will be returned to the Service Provider. Any subsequent delay in payment processing resulting from the failure to attach these verified reports shall be the sole responsibility of the Service Provider, and no interest or late fees shall apply.

4.3 Certification and Approval: Payments for the maintenance services will only be released after:

- Technical certification and approval of the invoice by the Engineer in Charge / Facility Engineer.
- Administrative verification of full compliance with the established KPIs as mandated in this Contract document.

4.4 Penalty Deductions: Failure to meet the established KPI targets, delays in schedule submissions, or any active penalties accrued during the service period shall result in direct financial deductions from the respective payable invoices prior to final settlement.

5. Dispute Resolution:

Any technical or administrative disputes arising related to KPI measurements, uptime calculations, or penalty tracking shall be resolved progressively through:

1. Technical evaluation and audit by the Employer's designated engineer.
2. If remaining unresolved, formal escalation to the Dean of the Faculty of Medicine / Registrar of the University of Colombo.

3. Final administrative determination in strict compliance with national government procurement regulations.

6. Acceptance of KPI Framework:

By signing the main Contract Agreement, the Service Provider explicitly and legally accepts this KPI and Penalty Framework as a binding, non-negotiable condition of the Central Air Conditioning System Annual Maintenance Contract (AMC).

Section VII: Financial proposal submission form and Price Schedule

1. Financial proposal 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:

To: Faculty of Medicine, University of Colombo

We, the undersigned;

- a) We have Examined and have no reservations to the Invitation, Bidding Documents, including Addenda;
- b) We offer to provide the Procurement of ANNUAL MAINTENANCE CONTRACT (AMC) FOR CENTRAL AIR CONDITIONING SYSTEM INSTALLED IN THE UCFM TOWER –2026/2027 OF THE FACULTY OF MEDICINE, UNIVERSITY OF COLOMBO- FOM/DO/UCFM/NCB/2026/01 with the Bidding Documents and in accordance with service as described in the Section VI in ITB.
- c) The total Sum of the financial proposal

.....
..... excluding VAT [*Insert amount (s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal

We understand you are not bound to accept any Proposal you receive.

Authorized Signature [*In full and initials*]:

.....

Name and Title of Signatory:

.....

Name of Firm:

.....

Address:

Form of Details of Bidder (Service Provider)

Name of Firm :

Type of Business

Registration and No. :

Place of Registration :

Address of the corporate Head Quarters:

Date of incorporation and commencement of business:

Phone No. :

Fax No. :

e-mail address :

Web detail :

Address of other offices and subsidiaries, if any:

Tax Registration No. :

Detail of contact person:

Name :

Position / Designation :

E-mail address :

TP/Mobile No. :

Particulars of authorized signatory

Name :

Designation :

Address :

TP No. :

Email :

Fax :

2. Price Schedule

Package	No.	Item	Qty (Nos)	No. of Services per Annum	Cost per Service / Unit (LKR)	Annual Cost (LKR)
Package 01	1	Chiller Plant & Control Panels	2	2		
Package 02	2	Chilled Water Pumps, VFDs & Control panel	3	2		
	3	Condenser Water Pumps & Control panel	3	2		
	4	Cooling Towers & Control panel	2	4		
	5	Chilled Water Chemicals with water testing	1	12		
	6	Condenser Water Chemicals with water testing	1	12		
	7	Air Handling Unit	4	3		
	8	Fan Coil Unit (Cassette)	544	3		
	9	Fan Coil Unit (Ducted)	12	3		
TOTAL						
Discount if any						
Add VAT (Rs.)						
TOTAL AMOUNT INCLUSIVE OF VAT (LKR)						

Total price without Taxes (in SLR)

.....

Total price without Taxes (in words)

.....

Vat Registration No:

.....

Total Price with VAT:

.....

Total Price with VAT (in words):

.....

Name of the Authorized person:

.....

Signature of the Authorized person: Date.....

3. Rate for repairing and replacing spare parts without TAX

S.No	Item	Rate for Repair (LKR)	Rate for Replace (LKR)
1	FCU Actuator		
2	FCU Blower motor		
3	FCU Drain pump		
4	AHU Actuator		
5	AHU Motor Belt	Not Applicable	
6	FCU PCB Electronic Board for Model FC03		
7	FCU PCB Electronic Board for Model FC05		
8	FCU PCB Electronic Board for Model FC08		
9	FCU PCB Electronic Board for Model FC10		
10	FCU PCB Electronic Board for Model FC12		
11	FCU display		
12	FCU Floater switch		
13	FCU Capacitor		
14	Cooling Towe Belt	Not Applicable	