

Terms of Reference
Obtaining Cleaning Service for SLSEA New building

Sri Lanka Sustainable Energy Authority (SLSEA) is seeking a suitable cleaning service provider for the facility at No 80, Sir Ernest de Silva Mawatha Colombo 07. Bidders responding to this procurement should have experience of more than 10 years in the field of providing cleaning services for public or private institutions.

1. Background

SLSEA is a government institution which operates under the Ministry of Energy. It consists of about 100 employees at the moment operating generally 8 hours per day during week days and occasionally in weekends. This institution operates in the premises at the address mentioned above.

2. Objective

The objective of this assignment is to carry out the cleaning work of SLSEA office building properly maintaining garden continuously for the agreed period.

3. Scope of Service

Contractor shall be fully responsible for the cleaning work of the Sri Lanka Sustainable Energy Authority (SLSEA) at No 80, Sir Ernest de Silva Mawatha Colombo 7, including garden, and building. The contractor shall provide the services for 25 days in each calendar month. sites inspection can be conducted by all bidding companies prior to proposal submission to ensure the clear understanding of the premises.

4. Required work

4.1 Jobs to be carried out daily

- i. Disinfect office furniture, equipment, and carpets daily before 8:30 a.m., and sweep and clean the floors in all sections of the office.
- ii. Clean telephone receivers using disinfectant solutions.
- iii. Clean all toilets using appropriate disinfectants twice a day and additionally as required; use scented liquids.
- iv. Collect daily waste at a designated location and hand it over to the Colombo Municipal Council waste collection vehicles.

- v. Immediately attend to any cleaning task assigned by a section officer.
- vi. Clean the drains.
- vii. Maintain overall cleanliness of the premises, with special attention to preventing the breeding of mosquito larvae.
- viii. Clean the stairs.
- ix. Keep all areas within the building premises clean, including the vehicle yard, drivers' rest room, staff's rest room, security rest room, storerooms, and toilets.
- x. Ensure availability of hand wash & toilet tissues in all toilets.
- xi. Sweep and keep the yard tidy daily, including proper pruning of trees.
- xii. Watering plants.

4.2 Jobs to be carried out weekly/ on fortnight basis

- i. Clean all windows, door frames, and window curtains once a week.
- ii. Clean all fans and light bulbs once every fortnight.

4.3 Jobs to be carried out monthly

- i. Vacuum the carpeted rooms in the office building.
- ii. Remove cobwebs and clean inside and outside of all buildings once a month.
- iii. Mow the lawn in the yard.

4.4 All wastes collected from the office/office premises shall be removed and disposed in the municipal council bins placed outside the office premises.

4.5 Cleaning materials shall be provided by the contractor.

5. General and Working Hours

- I. The contractor shall ensure that the persons provided for the cleaning service is properly trained and will not in any manner cause any interference, annoyance, nuisance to the office or work or its officers/ employees/ visitors.
- II. The contractor shall engage at least seven (7) persons for 8 hours duty per day from Monday to Friday. Further the contractor shall provide the service in weekends as necessary.

- III. The cleaning work shall be completed before 8.30 a.m. daily (from Monday to Friday) respectively in office rooms, common areas and wash rooms. Thereafter one person shall remain in the office till 5.00.p.m. for carrying out emergency cleaning works.
- IV. Weekly and monthly cleaning works shall be carried out on Saturdays and shall be completed before 5.00 p.m. such work may be arranged for weekdays (depending on the possibility) without making any disturbance to office work and the staff.
- V. The contractor shall obtain a license, if any, required under the local or central laws for providing cleaning services to the SLSEA.
- VI. The contractor shall have a Business Registration. Originals of these documents along with copies shall be produced for verification at the time of tender opening.
- VII. To carry out the cleaning work of the premises, a total of seven (07) employees, including one supervisor, shall be employed. Among the cleaning staff (excluding the supervisor), four shall be male employees and two female employees. The contractor shall ensure the availability of all the cleaning staff (six personnel) for a minimum of 20 days per each month, and a minimum of 4 personnel shall be present for the balance 5 days of each month. For each day of absence of each employee within the limit mentioned above, a deduction will be made using the formula mentioned under the payments of this TOR.

In case the absenteeism exceeds the above mentioned limit, the deduction for absence of each employee of each day will be double the above value.

6. Uniforms

The Uniforms, ID cards, shoes, etc. shall be supplied by the contractor to their employees.

7. Payments

- I. Agreed payment of the contract will be made to the contractor on monthly basis.
- II. Rates quoted for this assignment should be inclusive of service tax.
- III. Rates quoted should be inclusive of all the statutory payments like Provident Fund, ETF etc.

- IV. When making monthly bill payments, for each day an employee does not report for duty, the amount calculated according to the following formula, based on the number of days not attended, should be deducted from the monthly bill before submitting it

$$\text{"For each man-day of absence} = \frac{\text{Contracted monthly amount (excluding tax)}}{25 \text{ (considering 25 working days per month)} \times 7 \text{ (number of employees)}}$$

8. Salary, Wages and other Statutory obligations and amenities

Contractor is responsible for meeting the following statutory obligations as required under the law.

- i. Salary/Wages and allowance applicable
- ii. Provident Fund
- iii. Any other statutory requirements like Minimum Wages Act, Payment of Bonus Act, etc.

9. Replacement

Any cleaning personnel assigned for duty at SLSEA, falling sick or proceeding on leave shall be immediately replaced by the Contractor at no additional expense to SLSEA. On occasions due to lack of staff or if it is not immediately possible to provide a suitable relief for an absentee/absentees, contractor shall see that the cleaning work is not failed.

Any excuse regarding absence of person resulting in non execution of work will not be considered. It will be the duty of the contractor to replace any person in his or her absence.

10. Liability

The contractor shall guarantee the SLSEA against any claim, loss, damage occurred or caused to SLSEA by the cleaning personnel employed by the contractor while on duty.

11. Withdrawal of Personnel

Contractor shall withdraw their staff immediately on termination of the contract or otherwise on the instruction of SLSEA. Whenever any misconduct of the personnel engaged by the Contractor is noticed and reported by SLSEA, the contractor shall take appropriate disciplinary action and if necessary such person may be replaced by a suitable hand.

12. Deployment

The deployment of the cleaning personnel will be done by the contractor as directed by SLSEA.

13. Mode of Payment

Monthly payment pertaining to the contract will be made through account transfer during the second week of the succeeding month, on submission of the bills for services after effecting recoveries, if any.

14. Period of validity of the contract

This contract will be valid for a period of one year with effect from the date of awarding. However, the same can be terminated by either side by giving one month's notice or payment in lieu thereof. This contract may be extended if mutually agreed to.

15. Security Deposit

Contractor shall pay an amount equivalent to one month payment to SLSEA as security deposit, which shall be deposited before commencing his contractual obligation. The security money shall be refunded to the contractor after completion of the contract period after making necessary deductions, if any.

16. Execution of Agreement

Contractor is required to execute an agreement as Annexure II.

17. Date & Time of Submission

The quotations indicating the rate quoted and other terms and conditions in a sealed cover superscribed as "**Quotation for cleaning work at Sri Lanka Sustainable Energy Authority**" should reach "Director General, Sri Lanka Sustainable Energy Authority, No 80, Sir. Earnest de Silva Mawatha, Colombo 7, before 10.30 a.m. on 03rd November 2025. The Quotations received before the closing time will be opened just after the closing time (10.30 a.m. on 03rd November 2025) in the presence of the bidders. Late bids will be rejected.

18. Acceptance & Award of Work

The Director General, SLSEA reserves the right to accept or to reject any quotation without assigning any reason, whatsoever.

Quotation Format

In response to the quotation dated sent by Sri Lanka Sustainable Energy Authority, No 80, Sir Earnest de Silva Mawatha, Colombo 7, we hereby offer the following rates for providing cleaning work at SLSEA, No 80, Sir Ernest de Silva Mawatha Colombo 7, subject to the terms and conditions of contract specified by SLSEA.

Details of the Organisation

- | | | |
|--|---|---------|
| 1. Name of the organization/firm | : | |
| 2. Name(s) of the proprietor/Director | : | |
| 3. Registered address | : | |
| 4. Telephone No. | | Fax No. |
| 5. Service Tax Registration No. | : | |
| 6. Permanent Account No. of the firm | : | |
| 7. Provident Fund Number allotted | : | |
| by Regional Provident Fund Office | : | |
| 8. Employee Insurance Scheme Registration No. | : | |
| 9. Total staff/workers of the firm | : | |
| 10. Name(s) of the organizations | : | |
| to whom similar services have been provided | : | |
| by the firm during last five years. | : | |
| (Please attach the job order/service certificate | : | |
| from the firm) | : | |

Signature with Date

Name of the firm

Seal

(All Columns must be filled)

Quotation /bid form**Rate quoted for cleaning work at SLSEA "**

1.	Contract Amount	Rs...../- (Rupees.....only) per month + Service Tax @ 18% Rs..... if applicable
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Our quotation /bids shall be valid for the period of time specified in the clause 4 of the invitation of quotation/bids from the date fixed for quotation submission deadline and it shall remain binding upon as and may be accepted at any time prior to the expiration of that period.

Signature

(Seal)

Place:

Date:

Annexure II

Agreement to provide Janitorial Service at Sri Lanka Sustainable Energy Authority – Colombo 07

THIS CONTRACT is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this day of November Two Thousand and Twenty Five (2025) between the **SRI LANKA SUSTAINABLE ENERGY AUTHORITY** a body corporate established under the Sri Lanka Sustainable Energy Authority Act No. 35 of 2007 having its Principal Office at No.80, Sir Ernest De silva Mawatha, Colombo 07 (hereinafter referred to as "**The Client**") of the **ONE PART** anda Company duly registered under the Companies Act No.07 of 2007 bearing Registration No. and having its Registered office at (hereinafter referred to as "**the Contractor** ") of the **OTHER PART**

WITNESSETH

WHEREAS

1. As requested by the Client a quotation received from for the supply of Janitorial Services for the Client's premises No. 80, Sir Ernest de Silva Mawatha Colombo 07.
2. The Client is of the opinion and understanding that the Contractor has the necessary qualification, experience and ability to provide the required service to the client according to the prevailing rules and regulations of the country.
3. The Client and the Contractor are both hereby agreed to enter into this contract for better manifestation of the terms, conditions and stipulations applicable to providing of Janitorial Services for Sri Lanka Sustainable Energy Authority in the premises as set forth hereinafter in this contract.

NOW THIS CONTRACT FURTHER WITNESSETH that in pursuance of the foregoing premises the parties hereto have agreed to act as per the duties and responsibilities stipulated in Terms of reference attached hereto: -

1. The Client shall pay to the Contractor all inclusive sum of Sri Lankan Rupees for the year which is at the rate of Sri Lankan Rupeesper month in Charge during the agreed period of one year for the period from11.2025 to ...11.2026.
2. The staff provided by the Contractor shall remain employees of the Contractor and not entitled to the employment of the Client or no any statutory claims will be paid under any circumstances.
3. The Contractor shall unless otherwise specially provided for, take upon himself all risks arising from errors or savings in the details of activities. The contractor shall take all the responsibilities of their workers and should ensure their compensation in any case of incidents in performing this contract at all material time to this agreement.
4. The Client may from time to time by direction in writing without in any way initiating the terms and conditions of this Agreement, direct the contractor to suspend the services or any part thereof at such time or times and for so long, as the employer may deem desirable, and contractor shall not after receiving such written notice proceed with the services therein ordered to be suspended until he shall have written notice to that effect from the employer. The contractor shall not be entitled to claim any damages by reasons of such suspension.
5. The Client shall ensure:
 - I. To provide necessary guidance to contractor to provide the Janitorial services as required.
 - II. To fulfill the payment obligations in the manner described in TOR and clause 1 hereto.
 - III. Any other additional payment applicable to the Contractors' service which imposes on a Government decision and the same shall be due in material time to this agreement.
6. Confidentiality:

- (A) Confidential information (the “Confidential information”) refers to any data information or details relating to the client and that is not generally known and where the release of that Confidential information could reasonably be expected to cause harm to the client and or reasonably caused an undue advantage from such information.
- (B) The contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential information which the contractor has obtained except as authorized by the client or as required by law. The obligation of confidentiality will apply during the term of this agreement and will survive indefinitely upon termination of this agreement.
7. No party may assign its rights under this Agreement other than with the prior written consent of the other party or otherwise in accordance with the terms of any other Agreement.
8. The Contractor shall ensure that all workers and staff allocated for this service shall deemed to be the employees of the Contractors and shall be remunerated in the manner prescribed in law and in terms of Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended.
9. The Contractor shall ensure that any accident or damage caused to any person whom assigned to carry out this undertaking at the Client’s premises, shall be duly looked after and the Client shall be indemnify from such claims arising out of such situation during this service.
10. The parties shall use their best effort to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event an amicable settlement is not possible the matter will be settled on the basis of existing laws of Sri Lanka.
11. Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation (unless otherwise provided) will be in writing and will be

delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in a duly addressed Envelope) or by e-mail to the respective parties as follows,

Director General,
Sri Lanka Sustainable Energy Authority,
No 80, Sir Earnest de Silva Mawatha,
Colombo 07.

Contractor

Telephone: 011-2575036
Facsimile: 011-2575089
E-mail: info@energy.gov.lk

Or such other address, facsimile number or e-mail address as may from time to time to be designated by notice hereunder. Any such notice will be considered to have been given on the first working day of actual delivery or sending by facsimile or e-mail or in any other event within seven (7) working days after it was posted in the manner hereinbefore provided.

IN WITNESS WHEREOF Director General on behalf of the **SRI LANKA SUSTAINABLE ENERGY AUTHORITY** andon behalf of **the contractor's Name** set their respective hands hereunto and to one other of the same tenor and date above written before the following witnesses.

Witnesses by

Client

1.

2.

Witnesses by

Contractor

1. Sign

Full Name
National Identity Card No.
Address

2. Sign

Full Name
National Identity Card No.
Address