

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

Public Employment Services Unit Development Project - 2018

I. CONTRACTING PARTIES

Berendina Employment Center (Gte) Ltd, represented by Charith Atukorala District Manager and through Mr.Dinesh Nawaratne (Skills Development Assistant) as appointed by District Secretariat to the contractor T.V.Ranjith Kumara

II. SUBJECT OF THE CONTRACT

Article 1

- 1.1 The subject of this tender is to construct a Public Employment Service Unit in the Galigamuwa DS office premises. (Close to the outdoor stadium of the DS office)

This work will be done in accordance with the accepted planned technical documentation.

III. CONTRACTOR'S OBLIGATIONS

Article 2


- 2.1 The Contractor must perform work according to the specifications and technical documentation in terms of type, quantity, and quality and in compliance with all valid technical regulations and standards.
- 2.2 The Contractor must provide all necessary professional staff for the preparation and performance of the required work.
- 2.3 The Contractor will provide the necessary tools and materials for the completion of the required works.
- 2.4 The Contractor is responsible for providing transport for Contractor's employees, materials and tools to and from the work locations.
- 2.5 The Contractor must keep all necessary related technical documents on the execution of the works up to date.
- 2.6 The Contractor will complete the required works as described per technical assessment as specified by BEC in collaboration with Divisional Secretariat, Galigamuwa officials. The Contractor should submit progress reports to BEC.
- 2.7 The Contractor must allow BEC complete access to the contracted location for monitoring and supervision of contracted works, at all times.

Contractor: _____




2018.12.20.

BEC: _____


20/12/2018

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

III TERMS FOR COMPLETION OF WORKS

Article 3

- 3.1 The deadline for completion of all work in this contract is **30 Calendar Days from the starting date of 20th of December 2018 and will be completed by 20th of January 2019.**
- 3.2 If the Contractor does not honor the contracted deadline for completion of all works according to contract specifications, penalties will be implemented by reducing the total value of the contract by 3% for each day over completion date, beginning on the first day of default as determined by the BEC General Manager.
- 3.3 The Contractor may prolong the contract period in the case of Force Majeure. As used for the purposes of his Contract, Force Majeure shall be considered acts of God, war (declared or not), invasion, revolution, uprising and/or other events of a similar nature.
- 3.4 In the event of, and soon as possible after the occurrence of any event constituting Force Majeure, the Contractor shall give notice and full particulars of such occurrence in writing to BEC. On receipt of the notice required under this Article, BEC shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations hereunder.
- 3.5 If the Contractor is prevented permanently, wholly or in part, by reason of Force Majeure, to perform its obligations and meet its responsibilities hereunder, BEC shall have the right to suspend or terminate the Contract by giving three days notice.

IV. PRICE AND PAYMENT SCHEDULE FOR CONTRACTED WORKS

Article 4

The total construction cost is **Rs. 99,370.00 (Sri Lankan Rupees Ninety nine thousand three hundred and seventy only)** The contractor will receive part payments for the actual work done, as stated in the below table on satisfactorily completion of the each part except initial payment.

Payment	Condition	Amount
1 st payment	BEC agrees to pay 50 % of the contract amount immediately after the contract signed to initiate the renovation work	Rs.49,685.00
2 nd payment	BEC agrees to pay 25% of the contract amount after 50% completion of the construction	Rs.24,842.50
Final payment	BEC agrees to pay the balance 25 % of the contract amount after 30 days of construction begin	Rs.24,842.50
Total Contract Amount		Rs.99,370.00

Contractor: _____

BEC: _____

20/12/2018

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

- 4.1 The Contractor agrees to receive the payment based on recommendation after technical verification done by BEC and, technical officer.
- 4.2 BEC will release the payment for the works upon receiving the Contractor invoice. The invoice will be certified by the BEC, to the effect that work has been completed in a timely and satisfactory manner. The works are to be in accordance with attached technical documentation and detailed in the Contractor's work diary.
- 4.3 BEC will not bear any additional costs agreed other than stated in the provided.
- 4.4 BEC will release the payment by cheque in accordance with information provided by the Contractor within a period of 5 days, based on receiving appropriate billing documentation from the Contractor, and the recommendation of satisfactory completion but not based on just completion report. Agreements for works costs will be made in LKR. The Contractor will be paid in LKR. The Contractor is liable for all incurred bank charges
- 4.5 **5% of the original contract price can be made within six months of retention period after the completion of all renovation work if no defects of the construction are noticed.**

V. VALIDITY OF THE CONTRACT

Article 5

- 5.1 This contract is valid on and from the date it is signed and stamped by BEC sand the Contractor.
- 5.2 Changes or modifications to this Contract can be made only by written agreement between the authorized representatives of the Contractor and BEC.

VI. ACCEPTANCE OF CONTRACTED WORK

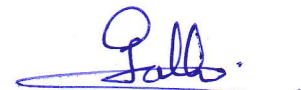
Article 6

- 6.1 All works and materials are to be of quality/class satisfactory to BEC and must be in accordance with all accepted/relevant standards. BEC Swill monitors and supervise the contracted work.
- 6.2 Following the completion of the specified works, BEC will accept the completed works from the Contractor.
- 6.3 During acceptance of completed works, BEC is entitled to register complaint with the Contractor. Such complaints will be issued in writing with authorized signature. If the Contractor does not correct the defects stated in the complaint, BEC is entitled to retain a proportional part of the total payment required for the correction of the defects listed in the complaint. The amount shall be determined by BEC.

Contractor: _____



BEC: _____


26/12/2018

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

VII. UNFORESEEN WORKS

Article 7

- 7.1 Unforeseen works may not be carried out without prior written approval from BEC. Unforeseen works are works that were not included in the contract that are either necessary for the continuation of the works and/or essential to insure the proper results/function of the works on the contracted locations.

VIII. CONSTRUCTION WORK DOCUMENTATION

Article 8

- 8.1 The Contractor will maintain a work diary.
8.2 The Contractor will provide all necessary documentation according to existing regulations.
8.3 The Contractor will maintain documentation regarding any on-the-site injuries or accidental deaths incurred.

IX. RESOLUTION OF CONFLICT

Article 9

- 9.1 BEC and the Contractor hereby agree to seek informal resolutions to any possible disagreements before pursuing legal remedies.
9.2 In the event of such informal resolutions not being possible, this Contract will be subject to resolutions in accordance with the applicable international and provincial laws.

X. GUARANTEE OF CONTRACTED WORKS

Article 10


- 10.1 The Contractor guarantees the quality of general workmanship for a minimum period of five (05) year from the date of completion of the works.

XI. PENALTIES AND TERMINATION OF CONTRACT

Article 11

- 11.1 If the Contractor does not honor the contracted deadline for completion of all works according to contract specifications, penalties will be imposed by reducing the total value of the contract by 3% for each day over completion date, beginning on the first day of default as determined by the BEC Technical Coordinator.
11.2 This Contract may be terminated by mutual agreement with three working days written notice from Contractor.

Contractor: 

BEC: 
20/12/2018

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

- 11.3 This Contract may be terminated immediately by BEC based on poor, or non-performance, by the Contractor.
- 11.4 If termination of the Contract should occur as stated above in Article 11 (no. 11.2 & 11.3), BEC will provide the Contractor with necessary payment for the work completed that meets contract specifications by the Contractor and accepted by BEC prior to the termination.

XII. GENERAL STIPULATIONS

Article 12

- 12.1 From the date the work start to the date the work is finally accepted by BEC , the Contractor shall be personally liable for personal injuries, cases of death, or any loss or damage to property and surrounding facilities. The Contractor shall indemnify and hold harmless BEC, and all BEC employees. The Contractor is held responsible for the safety of all activities at the construction sites.
- 12.2 The Contractor shall be considered as having the legal status of an independent Contractor for BEC . The Contractor's personnel shall not be considered in any respect as being the employees or agents of BEC.
- 12.3 The Contractor shall neither seek nor accept instructions from any authority external to BEC in connection with the performance of its services under this Contract.
- 12.4 In the event that the Contractor requires services of sub-Contractors, the Contractor shall not seek additional funds from BEC for the payment of those sub-Contractors.
- 12.5 Neither the Contractor nor its employees, agents or sub-Contractors shall disclose to any person or organization, in any manner or form, during the Contract period or after its expiration, any privileged or confidential information of this Contract. "Confidential" information includes, but is not limited to, unit prices and the total Contract price.
- 12.6 Contractor is prohibited from making payments (currency or materials) to any BEC employee, relatives, or employee partner in relation to this contract.


XIII DECLARATION AGAINST CHILD LABOR, BONDED LABOR, FORCED LABOR, AND SLAVERY

Article 13


BEC acknowledges and respects the fundamental principles contained in the Universal Declaration of Human Rights. BEC's core values and culture reflect a commitment to advance social justice in Sri Lanka, trade unions, political institutions and civil society actors. Our policies and practices require BEC to conduct our work with uncompromising integrity and to promote human rights within BEC's sphere of influence. For this reason, it is imperative that BEC's **Partners** (defined as Partner Organizations, Supplier, or Producer, directly contracted or sub-contracted by BEC or BEC's Partners) comply with the following agreement:

1. No children below the age of 15 can be employed in factories producing material (bricks, steel, concrete, etc.) for BEC.
2. No employees (children or adults) shall be in forced, bonded or slave labor.
3. The **Partner** must have sufficient management systems in place to ensure that no children are employed, and that no employees are engaged in forced, bonded or slave labor in the manufacturing or supply of materials for

Contractor: _____



BEC: _____


26/12/2018

Berendina Employment Center (Gte.) Ltd., - Galigamuwa.

Project Location: Galigamuwa Divisional Secretariat

Project : Public Employment Services Unit Development Project - 2018

BEC.BEC will not work with **Partners** who use child labor or forced, bonded or slave labor in any of their facilities. If BEC learns that BEC's **Partners** are employing children or forced, bonded or slave labor, BEC reserves the right to cancel orders with the **Partner**, terminate the business relationship, and the **Partner** is subject to forfeit all due payments.

On behalf of the organization I represent, and the suppliers I have subcontracted, I declare that all of the clauses above will be followed, and if not, I forfeit all due payments, and the entire contract is subject to immediate dismissal.

XIV. CONTRACT COPIES

Article 14

14.1 This Contract is prepared in two copies. Each party will be provided with one signed copy of the Contract.

For and on behalf of For and on behalf of

Contractor :

Name: T.V.Ranjith Kumara

Position: Contractor

Signature: 

Date: 20/12/2018

Berendina Employment Center Services (Gte) Ltd:


Name: Charith Atukorala

Position: District Manager

Signature: 

Date: 20/12/2018

Contractor: 

BEC: 
20/12/2018