

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT

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INVITATION FOR THE TENDER: TENDER FOR PROVIDING ATTENDANT SERVICES FOR HOME FOR THE AGED AND HOME FOR THE CHILDREN AT BATTARAMULLA.

TENDER NO : CPD13/3074/2023

TENDERS OPENING DATE : 2024.02.01 TIME: 10.00 A.M.

PART - I
(For office use only)

NAME OF THE FIRM

DEPARTMENTAL RECEIPT NO:M.T'S RECEIPT NO:

DATE:
SIGNATURE OF ISSUING OFFICER

PART - II
(To be filled by the Tenderer)

1. NAME OF THE FIRM:
2. BUSINESS ADDRESS:
3. TELEPHONE NUMBERS:
4. BUSINESS REGISTRATION NO:.....
5. BANK & TENDER SECURITY NO:
6. TENDER SECURITY AMOUNT:
7. I.VAT REGISTRATION :YES /NO
- II. IF VAT REGISTERED VAT NO:.....

PART - III

Monthly rates quoted to the Providing of Attendant Services to **Home for the Aged and Home for the Children at Battaramulla.**

Quoted Monthly Price	RS:
V.A.T. 18%	RS:
Quoted Monthly Price With V.A.T.	RS:
Total Cost for Two years with V.A.T.	RS:

Total Cost for Two years with V.A.T. (in words) :-

.....

	Price Rs:
Daily Salary for an Attendant Male	RS:
Female	RS:
Daily Salary for a Supervisor	RS:

.....

**SIGNATURE OF TENDERER,
AND SEAL OF THE FIRM.**

Name :
(Block Capitals)

Address :

WITNESSES :-

01. Signature :

Name :

Address :

02. Signature :

Name :

Address :

CONDITIONS AND REQUIREMENTS FOR PROVIDING REGULAR ATTENDANT SERVICES TO HOME FOR THE AGED AND HOME FOR THE CHILDREN AT BATTARAMULLA.

1. General Terms and Conditions

The Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, invites Tender/Bids to provide regular Attendant Services to the **Home for the aged & Home for the Children at Battaramulla** under the terms and conditions given below.

- 1) Prospective Tenderers should have excellent experience and track record in providing Attendant Services to Government Departments, Corporations and other reputed Organizations for a period of not less than two years.
- 2) The contract will be valid for a period of TWO years (24 months) from the commencement date.
- 3) The successful tenderer should provide the Attendant Services from a date fixed by the Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, even at short notice.
- 4) The successful contractor should fulfill all his obligations under the relevant labour laws and regulations in regard to appointments and payments of wages, EPF, ETF, etc. towards the persons employed for the purpose of executing the contract.
- 5) Tenders should be forwarded in Original with Duplicate. Both copies of the tender shall be signed and sealed by the Tenderer and enclose in separate envelopes and seal, each **shall be marked “ ORIGINAL” & “DUPLICATE”** and the **Name of the Tendered**, Item and Closing Date: and Address to the “ **Municipal Commissioner” Colombo Municipal Council, Town Hall, Colombo 07.** Thereafter Both ORIGINAL and DUPLICATE should be enclosed to one envelop and sealed AND mark the Name of tendering item to be supplied on top left hand corner and closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town hall, Colombo 07.
- 6) Tenderer’s Name and Address should not be written on each envelop. That any words, mark or other references on the cover or envelop, identifying the name of the tenderer with change the tender to be invalid. The duly perfected tenders should be deposited in the **Tender Box** kept in the **Municipal Secretary’s Department**, Town Hall, Colombo 07, before closing as per time and date, published in the press Notice.
- 7) Contractor shall be responsible to supply all necessary equipment and materials at his own cost.
- 8) The Municipal Commissioner reserves the right to terminate the contract at any time for unsatisfactory execution of the Attendant Services.
- 9) Cancellation – (According chapter V-16 of gazzeted by-law of Colombo Municipal Council on17/09/2021)

- a) If the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do any action in relation to obtaining, or the execution of, any Council contract;
- b) If the contractor shall have shown or for borne to show favour or disfavour to any person in relation to any Council contract;
- c) If the acts described in (a) and (b) shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor);
- d) If in relation to any contract with the Council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Bribery and Corruption Acts.
- e) If the Contractor shall become bankrupt, make an arrangement with creditors, go into liquidation etc.
- f) If the Engineer or Architect certified in writing that the Contractor:-
- I. Has abandoned the Contract,
 - II. Has failed to commence the works,
 - III. Has failed to proceed with the works with due diligence,
 - IV. Has failed withing a reasonable period to pull down or replace work after being instructed to do so,
 - V. Is not executing the works in accordance with the contract.
- 10) A Tender/Bid Security for the value equivalent to Rs.250,000/-, obtained from a recognized Bank in Sri Lanka acceptable to Colombo Municipal Council, valid for 150 days from the date of closing of the Tender/Bid should be submitted along with the Tender/Bid. Tender/Bid price is 24 times the monthly price. Tender/Bid Securities issued by insurance firms will not be accepted. Tender/Bids not accompanying the required Tender/Bid security will be rejected. Tender/Bid Security format is attached herewith (annexure 01).
- 11) Contractor shall take every precaution to avoid damages to any property or person. Any losses due to negligence of the personnel deployed by the contractor will be recovered from the monthly bill.
- 12) The Successful Tenderer will be required to **execute an agreement** with the Colombo Municipal Council for the satisfactory provision of services. Agreement charges are as follows.

Agreement Amount	Legal Charges for agreement
With No Amount	Rs. 15,000/-
Rs. 0 to Rs. 500,000/-	Rs. 10,000/-
Rs. 500,001/- to 1,000,000/-	Rs. 15,000/-
Rs. 1,000,001/- to Rs. 5,000,000/-	Rs. 20,000/-
Rs. 5,000,001/- to Rs. 10,000,000/-	Rs. 30,000/-
Rs. 10,000,001/- to Rs. 50,000,000/-	Rs. 75,000/-
Rs. 50,000,001/- or Above	0.5% of total value

- 13) Tenderers shall be submitted following additional documents with the Tender/Bid.
- i) Business/company registration certificate. When forwarding company registration it shall be the full document with memorandum of articles.

- ii) To comply the financial specifications shall be submitted following financial statements of the tenderer with certifying as a true copy by chartered Accountant or Audit firm.
- * 2020/2021
 - * 2021/2022
 - * 2022/2023
- iii) All the Certificates described in condition and requirements number "4".
- 14) The successful Tenderer shall submit an on demand performance guarantee in the standard format (which is available at contract branch) from a bank acceptable to Colombo Municipal Council, for **the value equivalent to 10% of two year contract price and valid until 28 days from the end of the contract period.** Tenderer shall renew the above Security before the end of the first year and the agreement shall be renewed. Otherwise the contract will be terminated. Performance guarantee format is attached herewith (Annexure 02).
- 15) No advance payment will be made by the Colombo Municipal Council. Payment will be made monthly. Deductions will be made for the non-performance / inadequate provision of service as decided by the Public Assistance Department / Council. Payment will be certified by an officer from the respective department considering the performance. All the payments done by online system of the Payment Department. Bank details shall be submitted in attached format (annexure 03) and certified bank statement copy (mentioned the Name & Account Number is enough) shall be submitted along with the document.
- 16) The rate quoted in the Tender/Bid should be written in both figures and words. If there is a difference between the amount in words and figures, the amount in words will be considered as the correct amount. The V.A.T. components should be shown separately.
- 17) The decision of the Council on the offers received shall be final and conclusive and Council reserves the full right to accept or reject any or all the offers without giving reasons what so ever.
- 18) "**Tender/Bid for Providing Attendant Services to Home for the Aged and Home for the Children at Battaramulla**" shall be written on the top left hand corner of the sealed envelope which contains the Tender/Bid.
- 19) Under the extraordinary gazette No 1530/13 dated 01st January 2008; all payments above Rs.25,000/- will be subjected to a stamp duty of Rs.25/-.

2. Service Condition and Requirement

Inviting new quotations for provisions of attendant services for Municipal Elderly and Children's Home

01. Shift

Service duration	Female	Male	Supervising Officer	Total
From 7.00 am to 7.00 pm (Day shift)	10	05	01	16
From 7.00 am to 7.00 pm (Night shift)	05	04	01	10

According to the sections 2A,2C,2A (2)(g) of part 1 of the Employment of woman, youth and children Regulation Act, women workers shall be employed subject to a maximum of 12 hours of work. Women who are on shift from 7 am to 7pm on a particular day, should not be engaged in work after 10.00pm that night.

02. The following departmental rules shall be observed by the service provider and attendants.

Serial No	Item	Conditions/Terms
01	Age	All employees should be between 20 and 60 years of age
02	Educational Qualifications	Supervisor - Must have passed at least G.C.E (O/L) (at least pass 6 subject with maths) Attendants – Must have passed at least grade 8
03	Professional Qualifications	Supervisor <ul style="list-style-type: none"> • Must have at least 02years experience related to elderly care • The following conditions must be met by the service provider in respect of attendants. • At least two persons should have one year of training in child Development. • At least four persons should have cooking experience
04	Attendance	<ul style="list-style-type: none"> • Must remain at the workplace for the entire period of service as prescribed. • Arrival and departure should be recorded in the fingerprint machine.
05	Identity	<ul style="list-style-type: none"> • Must wear the uniform & the duty ID which provided by service provider. • Identity documents have to be presented whenever the department requests them.
06	Behaviour	<ul style="list-style-type: none"> • Must be clean, friendly, courteous, and pleasant on duty. • Should be very kind and take care with motherly affection.

		<ul style="list-style-type: none"> • It is strictly forbidden to speak harshly and prosecute children and adults. • When the Charity Commissioner directs that an employee’s employment should be terminated due to misconduct or any other charge during the service period, the service of such employee shall be terminated. • Care should be taken to avoid unnecessary connections within the duty premises. • Cooperate with the staff of other service providers (Cleaning, Security) within the institutions. • Care should be taken not to damage the buildings, equipment’s and other properties of the elderly and children’s homes and they should be used in a safe manner. If there is any damage, it should be reset. Otherwise, the loss will be reimbursed +25% surcharge deducted from the invoice.
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03. The attendants must perform the following duties, accurately without fail, assiduously and the supervisor must ensure that those duties are done properly.

Elder’s Home	Children’s Home
<ul style="list-style-type: none"> • Bathing adults, washing clothes cleaning pots and pans utensils. • At least three days a week the provided medical leaves should be boiled and the sick adults should be bathed and cleaned with that water. • Taking care of resident elders • Treating them well • Caregivers assigned to sick adults should stay with them at all the time, when serving food and drinks to the elderly, they should be involved in related activities and should stay with them until the food is finished. 	<ul style="list-style-type: none"> • Bathing children, washing clothes, cleaning utensils and pots & pans taking children to and from school. • Must remain with children during entire duty hours. • Be sure to stay with children while they playing outdoors, taking naps, and having food.
<ul style="list-style-type: none"> • Complaints of elders should be reported to the warden or superintendent. • All changes in the behaviour of adults should be reported to the warden or superintendent 	<ul style="list-style-type: none"> • Complaints of children should be reported to warden or superintendent. • All changes in the behaviour of children should be reported to the warden or superintendent.
<ul style="list-style-type: none"> • The workplace should be kept very clean 	
<ul style="list-style-type: none"> • Furniture, pillows, mattresses, and bed sheets in the workplace should be kept clean and orderly 	
<ul style="list-style-type: none"> • Taking residents to the hospital when they are ill, and attending to caring for the patient when inpatient treatment is required. 	

<ul style="list-style-type: none"> • Two assistants should be employed at a time to cook food for the residents and the food should be prepared cleanly and hygienically according to the recipe assigned by the institutions.
<ul style="list-style-type: none"> • The medical officer who examines sick patients should be assisted
<ul style="list-style-type: none"> • Adults and children should be escorted and protection should be provided when they are taken out of the premises.
<ul style="list-style-type: none"> • Assistance and support should be provided for those who give alms and in related activities.
<ul style="list-style-type: none"> • Should perform the duties assigned by the warden and superintendent from time to time
<ul style="list-style-type: none"> • The training instructions given by the Colombo Municipal Council on taking care of the residents should be obtained

04. Women and men to be employed in the attendant service provided by the tenderer must appear for the interview conducted by an Evaluation board. For this they should submit,

- i. 02 Certificate of Character (Obtained from the Religious Center of the area and Justice of the peace)
- ii. Educational Certificates
- iii. National Identity Card
- iv. Certificates of experience obtained by working in a similar institution.
- v. Certificates proving that they have worked as an attendant affiliated to an organization.

Bio data leaflet prepared in respect of each employee and photocopies of the above certificates should also come with it.

05. A penalty of 30% of the amount dedicated on account of absence shall be deducted pro rata from the monthly service charge paid for one absent employee.

06. If one employee takes leave, the tenderer must ensure that a substitute employee is employed.

07. The tenderer shall agree to the decisions taken by the charity Commissioner if the attendance of the employee is unsatisfactory for a period of three consecutive months.

08. In addition, should be abide by the circulars issued from time to time based on the requirements and in accordance with the existing tax laws by Colombo Municipal Council or Public Assistance Department.

09) Scoring Methodology

The methodology of awarding marks for the technical proposal subject to the relevant revision by the Pre-Tender/Bid Committee appointed in connection with this Tender/Bid is proposed below.

1. 02 character certificates (0.5 marks per certificate Maximum score 2)	0.5x 2x 24=	24
2. Passed grade eight (1 point each)	01 x 24	= 24
3. Educational qualifications higher than grade eight (0.5 point each)	0.5 x 24	= 12
4. Institutional services to other institutions for the certificates provided (Maximum 16 points at 4 points each)	04 x 04	= 16
5. Attendance Services for other institutions for the certificate provided (Maximum 24 points with 0.5 points each)	0.5 x 24	= 12
6. Presenting maids served as an attendant if so (0.5 points each)	0.5 x 24	= 12
		100

3. TENDER/BID FORMAT

Please state the following.

- 3.1. Number of Personnel on role in the Company:
- 3.2. Number of Attendant in the Company:.....
- 3.3. Number of Permanent Supervisors in the Company:.....
- 3.4. Number of full time Attendant allocated:.....
- 3.5. Number of Permanent Supervisors allocated
- 3.6. Attendant are provided with;
 - Uniforms:
 - Company logo:
 - Identification badges:

3.7. Reputed Clients

State atleast Four reputed clients where the service has been provided by your company. (attach a list)

.....

.....

.....

.....

3.8. Tenderer's Qualifications

State the following and submit copies of evidence.

3.8.a. Name and Address of Company, Business Registration Date and Registration Number.

.....
.....
.....

3.8.b. Date of the first service commenced.

.....

3.8.c. Number of services offered in each of the two years: 2022 and 2023.

(Please submit the list)

.....
.....
.....

3.8.d. Submit the Service Time table.

3.8.e. Submit the details of Chemicals used.

3.8.f. Submit the details of Equipment used.

} Please attach (enclose)
}

I/We agree to accept the conditions mentioned above and overleaf and provide effective service giving the satisfaction to the job entrusted to us.

Signature -

Name of the Person -

Designation -

Date -

(Seal of the Firm)

Annexure 01

Tender/Bid Security

[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:** Municipal Commissioner, Colombo Municipal Council

Date:*[issuing date]*

TENDER/BID SECURITY No.:*[...]*

We have been informed that*[insert (by issuing agency) name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender/Bid dated *[date]* (hereinafter called "the Tender/Bid") for the supply of *[insert name of service]* under Tender/Bid No..... ("Tender/Bid number").

Furthermore, we understand that, according to your conditions, Tender/Bids must be supported by a Tender/Bid Guarantee.

At the request of the Tenderer, we*[name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert amount in word and figures]*..... upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender/Bid conditions, because the Tenderer:

- (a) has withdrawn its Tender/Bid during the period of Tender/Bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Tender/Bid document and conditions of the General Terms and Conditions; or
- (c) having been notified of the acceptance of its Tender/Bid by the Purchaser during the period of Tender/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 General Terms and Conditions.

This Guarantee shall expire: (a) if the Tenderer is the successful tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, otherwise it will remain in force up to

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)]

Annexure 02

Performance Guarantee

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

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

Beneficiary: ----- [Name and Address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Service provider] (hereinafter called "the service provider") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- [insert service] -----of----- [name of service and brief description of service] (hereinafter called "the Service").

Furthermore, we understand that, according to the General Terms and Conditions, a performance guarantee is required.

At the request of the Service provider, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. [insert date, 31 days beyond the scheduled completion of contract] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

