

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173

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INVITATION FOR THE TENDERS/BIDS : TENDERS/BIDS FOR PROVIDING OF ATTENDANT SERVICES FOR BONAVISTA MULTIPURPOSE COMMUNITY DEVELOPMENT CENTER.

TENDERS/BIDS NO : CPD16/ 40/2021

TENDERS/BIDS OPENING DATE : 2021.11.16 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/ Bidder)

1. NAME OF THE FIRM:

2. BUSINESS ADDRESS:

3. TELEPHONE NUMBERS:

4. BUSINESS REGISTRATION NO:.....

5. BANK & TENDER/ BID SECURITY NO:

6. TENDER/ BID 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 **Bonavista Multipurpose Community Development Center.**

	Price Rs:
Quoted Monthly Price	RS:
V.A.T. 08%	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	RS:
Daily Salary for a Supervisor	RS:

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

Name :
(Block Capitals)

Address :

WITNESSES :-

01. Signature :

Name :

Address :

02. Signature :

Name :

Address :

PART - IV**CONDITIONS AND REQUIREMENTS FOR PROVIDING REGULAR ATTENDANT SERVICES TO BONA VISTA MULTIPURPOSE COMMUNITY DEVELOPMENT CENTER.****1. General Terms and Conditions**

The Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, invites Tender/ Bids to provide regular Attendant Services to the **Bonavista Multipurpose Community Development Center** under the terms and conditions given below.

01. Prospective Tenderer/ Bidders 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.
02. The contract will be valid for a period of TWO years (24 months) from the commencement date.
03. The successful Tenderer/ Bidder should provide the Attendant Services from a date fixed by the Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, even at short notice.
04. 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.
05. Tenders/ Bids should be forwarded in Original with Duplicate. Both copies of the Tenders/ Bids shall be signed and sealed by the Tenderers/ Bidders and enclose in separate envelopes and seal, each **shall be marked “ ORIGINAL” & “DUPLICATE”** and the **Name of the Tendered/ Biddered**, 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/ Bidding item to be supplied on top left hand corner and closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town hall, Colombo 07.
06. Tenderer's/ Bidder'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/ Bidder with change the Tenders/ Bids to be invalid. The duly perfected tenders/ bids 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.
07. Contractor shall be responsible to supply all necessary equipment and materials at his own cost.
08. The Municipal Commissioner reserves the right to terminate the contract at any time for unsatisfactory execution of the Attendant Services.

09. Cancellation – (According chapter V-16 of gazzeted by-law of Colombo Municipal Council on 17/09/2021)
- 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 shall certify 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 within 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.200,000/-, obtained from a recognized Bank in Sri Lanka acceptable to Colombo Municipal Council, valid for 180 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. The format of the Tender/Bid Security is attached in Annexure 01.
11. Tenderers/ Bidders whose tenders/ Bids are over Rs. 5.0 Million should submit PCA (3) after registration with the Public Contract Registrar.
12. 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.
13. The Successful Tenderer/ Bidder 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. 10,000/-
Rs. 0 to Rs. 500,000/-	Rs. 5,000/-
Rs. 500,000/- to 1,000,000/-	Rs. 10,000/-
Rs. 1,000,000/- to Rs. 5,000,000/-	Rs. 15,000/-

Rs. 5,000,000/- to Rs. 10,000,000/-	Rs. 25,000/-
Rs. 10,000,000/- to Rs. 50,000,000/-	Rs. 50,000/-
Rs. 50,000,000/- to Rs. 100,000,000/-	Rs. 150,000/-
Rs. 100,000,000/- to Rs. 500,000,000/-	Rs. 200,000/-
Rs. 500,000,000/- to Rs. 1,000,000,000/-	Rs. 300,000/-
Rs. 1,000,000,000/- to Rs. 5,000,000,000/-	Rs. 500,000/-

14. Tenderer/ Bidders shall submit following additional documents with their Tender/ Bids.
- i. Business/company registration certificate - when submitting the company registration, it shall be the full document with the memorandum of articles.
 - ii. Following financial statements of the Tenderer/ Bidder, certified (as true copies) by a Chartered Accountant or the Audit firm shall be submitted to comply with the financial specifications.
 - * 2017/2018
 - * 2018/2019
 - * 2019/2020
 - iii. All the other certificates described in Tender/ Bid Document.
15. The successful Tenderer/ Bidder shall submit an on demand performance guarantee in the standard format 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.** The performance guarantee format is attached in Annexure 02.
16. No advance payment will be made by the Colombo Municipal Council and the 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. Evaluating the service provided/ performance of the service provider, the payment will be certified by an officer of the Public Assistance Department. All the payments are made by the online system of the Colombo Municipal Council. Bank details shall be submitted in the attached format (Annexure 03) and a certified bank statement copy (the Name & Account Number is sufficient) shall be submitted along with the document.
17. Contractor should submit PCA (4) certificate issued by the public contract registrar when claim payment.
18. 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 VAT component should be shown separately.
19. The decision of the Council on the Tenders/ Bids received shall be final and conclusive and the Council reserves the full right to accept or reject any or all the Tenders/ Bids without giving reasons whatsoever.
20. "**Tender/ Bid for Attendant Services to Bonavista Multipurpose Community Development Center**" shall be written on the top left-hand corner of the sealed envelope which contains the Tender/ Bid.
21. Tenders/ Bids in duplicate should be placed in the Tender/ Bid Box of the Secretary's Department at Town Hall, Colombo 07 before 10.00 hrs. **2021.11.16.** Tender/ Bids sent by post will be rejected. Tender/ Bids received after the closing time will be rejected.

22. 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. Conditions and Requirements

1. Service shift	Attendants (Female)	Supervisor (Female)
6.30 a.m. to 6.30 p.m. – Day time	11	01

2. All females to be employed in the attendant service provided by the Tenderer/ Bidder must appear for the interview conducted by an interview panel. Where they should submit,

- 02 Character Certificates (Obtained from the religious leader of the area and Grama Niladhari)
- Educational Certificates
- Certificates of trainings as an Attendant
- National Identity Card
- Certificates proving that they have worked as an attendant affiliated to an organization.
- Medical reports

(Originals and certified copies of the above documents should be submitted along with bio data of the 11 attendants)

- If the Charity Commissioner decides that the service of a selected employee should be terminated on the ground of misconduct or any other allegation during the period of service, the service of the particular employee is terminated.
- All caregivers, including the supervising officer, should be on duty at the Child Development Center providing caring facilities for children with special needs.
 - All employees must be females of the age between 18 – 55.
- All caregivers should stay in the work place for the entire service period prescribed and should wear the required uniform and an identity card issued by their institution during working hours/ duty.
- Attendants must have passed at least Grade 8 and they must be non-disabled.
 - Must have an understanding, knowledge, and training in dealing with children with special needs.
 - Must be able to treat children kindly and compassionately.

7. The selected staff will be responsible for proper performance of the following functions.
 - i. Prepare the meals for children on time adhering to the food recipes and health guidelines provided by the institute.
 - ii. Feeding (food and drink) the children carefully and cleaning them properly when the feeding is over.
 - iii. Properly clean the dishes and cups used by children.
 - iv. Providing boiled and cooled drinking water for children.
 - v. Giving the correct prescribed drugs to the children when required.
 - vi. Cleaning and using the kitchen and utensils properly and storing them safely.
 - vii. Store carefully all dry food items prepared for children in a manner free from insects.
 - viii. Keeping the place in a very clean condition during their working hours. Carefully clean, dry and store the luggage, pillows, mattress and bed linen use by the children.
 - ix. Properly Clean the children after removing the diapers, Washing and bathing the children and properly clean their dirty clothes.
 - x. Properly clean pillows used for children, bed sheets, mattress covers, handkerchiefs and dry them and carefully Store them.
 - xi. Provide specific therapeutic treatment for needy children and support in classroom activities.
 - xii. Assist for children when children present for programs at external institutions.
 - xiii. Assist officers who come to conduct programs for children.
 - xiv. Accompany with the children in necessary situations like hospitalization and carefully look after and stay with the child until parents or guardian arrive.
 - xv. Assurance to be with the children during the entire working hours carefully looking after them when playing outdoors, when having meals, drinks, sleeping, when using therapeutic treatment, when using the playroom, when using the gym, and with careful care of the children.
 - xvi. Parents and guardians should be notified (after informing the relevant authorities in the institution) of any illness or other condition of a child that they should be aware of.
- Information regarding such conditions should be systematically documented.

8. Arrival.

- i. The entire staff to be provided with the service by the tender/ Bid shall report to the service daily. The service shift is from 6.30 a.m. until 6.30 p.m. (except Sundays).
- ii. Employees are not allowed to leave the workplace for personal reasons after reporting for the duty.
- iii. Must stay in the workplace during working hours/ duty.
- iv. All employees should accurately record their arrival and departure in a duly maintained attendance register that will be monitored the of Charity Commissioner.
- v. The monthly service fee paid for non-attendance will be deducted on a daily rate basis (proportionately to absentees) and a penalty of 10% will be levied on the deductible.

9. Behavior.

- i. Children should be treated with kindness and optimism.
- ii. Children should not be abused mentally or physically.
- iii. Caregivers must maintain cordial relationships with children's parents.
- iv. As the center is providing the care for children with special needs, each employee should always be take care of children carefully and responsibly.
- v. Must have fair understanding, knowledge, and training in dealing with children with special needs.
- vi. Must treat the children kindly and compassionately.

10. Other office equipment and other property on the premises should be protected from damage and used carefully.

- i. Visitors and other contacts should not be held except for the parties nominated by the relevant authorities of the Organization.
- ii. Employees' lounge should be used only during work breaks (food, tea) and rest should be used in a manner that does not interfere with the activities of the organization.
- iii. Complaints about children should be reported to the administrative authority of the organization.
- iv. Cooperate with the staff of other service providers (cleaning services, security services) of institution.
- v. Provide proper support to the programs held for the children in the institution.

11. Should also perform the duties assigned to attendant from time to time by the Upper Management of the Colombo Municipal Council

12. In addition, shall be abiding by the circulars issued from time to time by the Colombo Municipal Council based on the requirements and in accordance with the existing tax laws.

13. Must adhere to the current health guidelines issued due to the Covid -19 pandemic.

14. **Marking Methods**

I. Document verification - 100 Marks

- 02-character certificates (0.5 marks per certificate).....0.5 x 2 x 12 = 12
- Passed Grade 8 (01 point per each employee).....01 x 12 = 12
- Educational qualifications higher than Grade 8..... 1.5 x 12 = 18
(01 point per each employee)
- Service certificates of the Tenderer/ Bidder - Care giving services provided.....2.5 x 04 = 10
by the Tenderer/ Bidder for institutions with at least 10 children –
(should be provided with official stamp of an authorized officer/ in
letterheads) (2.5 points per 01 Certificate)
- Attendant services provided by employees for other institutions03 x 12 = 36
(02 points per each certificate)
- Trainings/ certificates gained by employees on attendant trainings01 x 12 = 12
(01 point per each employee)

II. Tenderers/ Bidders Financial Ability

I. Past Three-year (2017/2018,2018/2019, 2019/2020

or

(2016/2017,2017/2018,2018/2019)average turnover of the Tenderer/ Bidder should be Rs.
3.5 million or above

and

II. Net worth should be positive financial statement of 2019/2020 or 2018/2019

III. Interview - for Attendants - 100 Marks

I. Knowledge on nutrition

II. Knowledge on first-aids

III. Personal cleanliness

IV. Pleasant and kind personality

V. Medical certificates obtained within one month (General fitness, physical fitness, eye-sight, hearing, speaking ability)

3. TENDER/ BID FORMAT

Please state the following.

3.1. Number of Personnel’s on role in the Organization:

3.2. Number of Attendants in the organization:.....

3.3. Number of Supervisors in the organization:.....

3.4. Number of full time Attendants allocated for this tender/ Bid:.....

3.5. Number of Permanent Supervisors allocated

3.6. Attendants are provided with;

Uniforms:

Company logo:

3.7. Reputed Clients

State atleast Four reputed clients where the service has been provided by your company. (A list should be attached. All current clients should be included)

.....
.....

3.8. Tenderer’s/ Bidder'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 provided.

.....

3.8.c. Number of services offered in each of years: 2018, 2019 and 2020.

(Please submit the list)

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

3.8.d. Agree to provide the service according to the shifts provided in the Tender/ Bid.

.....

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 of the Tenderer/ Bidder -

Name of the Person -

Designation -

Date -

(Seal of the Firm)

PART V

Evaluation and Qualification Criteria

Step 01

Qualifications

- 1. The Tenderer's/ Bidder's eligibility
 - 1.1 The Tenderers/ Bidders shall be registered as a company, Partnership or Individual Business under relevant authorities in Sri Lanka for providing Attendant Service (Yes / No)
- 2. Duly filled Tender/ Bid Submission form & tender/ Bid documents ... (Yes / No)
- 3. Tender/ Bid Submission form and all relevant tender/ Bid documents duly filled and are signed properly by an authorized party, including the power of attorney if stipulated and generally in order (Yes / No)
- 4. Tender/ Bid Guarantee submitted is in an acceptable format for required amount and duration (As described in the part IV)..... (Yes / No)

If Qualified

Step 02

Document Verification

If Qualified

Step 03

Tenderers'/ Bidders' Financial ability

If Qualified

Step 04

Interview for attendant

If Qualified

Step 05

Price Comparison

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/ Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer/ Bidder") 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/ Bidder, 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/ Bidder is in breach of its obligation(s) under the Tender/ Bid conditions, because the Tenderer/ Bidder:

- (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/ Bidder is the successful Tenderer/ Bidder, upon our receipt of copies of the Contract signed by the Tenderer/ Bidder and of the Performance Security issued to you by the Tenderer/ Bidder; or (b) if the Tenderer/ Bidder is not the successful Tenderer/ Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer/ Bidder that the Tenderer/ Bidder 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/ Bidder, 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)]

Very Important

**According to the Standard By-Laws of Colombo Municipal Council of the Extraordinary
Gazette Notification No.2245/30 dated 17.09.2021**

*(Local Authorities (Standard By-Laws) Act no 6 of 1952 -Extraordinary Gazette Notification
No.541/17 dated 20.01.1989)*

Following details shall be read carefully as per the Part V of the by law.

TENDERER'S Name and Address should not be written on each envelope. That any words Mark or other reference on the cover or envelope, identifying the name of the Tenderer with change the tender to be invalid. (Please see No.06 of General Terms and Conditions)