

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173

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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 : CPD16/1920/2021

TENDERS OPENING DATE : 2021.1116 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. 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	
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 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 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.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. Tender/Bid Security format is attached herewith (annexure 01).
- 11) Tenderers Whose tenders 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 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) 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.
 - * 2017/2018
 - * 2018/2019
 - * 2019/2020
 - iii) All the Certificates described in condition and requirements number "2" and "6".
- 15) 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 31 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).
- 16) 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.
- 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 V.A.T. components should be shown separately.
- 19) 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.
- 20) "**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.
- 21) 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

1. . Service shift

	Male	Female	Supervisor
7.00 a.m. to 7.00 p.m. – Day time	05	10	01
7.00 p.m. to 7.00 a.m. – Night time	04	05	01

- 2.** 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.

- 3.** When the Commissioner of Charity decides that the service of such a selected employee should be terminated on the ground of misconduct or any other allegation during the period of service, her or his service should be terminated.
- 4.** i. All caregivers, including the work inspector, should be on duties under the supervision of the Municipal Elder and Children’s Housing Superintendent and The Warden.
- ii. Age must be between 18 - 55 women and 18 – 60 men.
- 5.** All caregivers should stay in the work place for the entire period of service prescribed and should wear the required uniform and an identity card issued by their institution during office hours
- 6.** Attendants must have passed at least grade 8 and they must be non-disabled. at them,
- i. Children’s Homes specialize in those with training in child development
 - ii. Must be able to treat children kindly and compassionately.
 - iii. At least two attendants must have sat for the G.C.E. (O/L) exam. They should be able to read and write at least from one language.
- 7.** The selected staff will be responsible for the proper performance of the following functions.
- I. Two caretakers should be deployed at a time to cook meals for the elderly and children’s residents and the meals should be served clean and on time as per the recipes prescribed by the institution.

- II. Residents of adults and children should be very kind and it is very important to take care of them with maternal affection. Children and adults are strictly prohibited from speaking harshly or being abused at any time and for any reason.
- III. They should keep the work place in a very clean condition during their working hours and keep the furniture, pillows, mattresses, bedding, etc. in the work place clean and tidy.
- IV. Residents bathe, wash clothes,(if required) clean dishes and utensils, taking children to and from school, take sick children/elders to hospitals, stay with the patient if needed and provide care applies to duty.
- V. The caretakers assigned to the duties of the children's home should be with the children during the entire working hours. When children are playing outdoors, eating, sleeping, it is imperative to stay with them and be especially careful about them.
- VI. If there are complaints from children, they should be reported to the superintendent or the warden.
- VII. It is the responsibility of the caregivers attached to the nursing home to care for the resident elderly, to care for them, to keep them clean and to look after their health.
- VIII. Should be support to the medical officer in examining sick residents.
- IX. The warden should be informed about the in-patients and if they need to go to the hospital, they should go to the hospital with the patient and stay in the hospital and take care of them.
- X. Residents should be engaged in the activities related to the provision of food and beverages and should be vigilant there until the end of the meal.
- XI. Sick Adults must be wash and clean with medicine herbs at least 3 days a week.
- XII. Resident adults and children should participate in such trips to ensure their safety when being taken out of the institution.
- XIII. Coordinate with the staff of other service providers (cleaning services, security services) within this organization.
- XIV. Should be support giving alms and related activities to the give arms and other aids.
- XV. Buildings, equipment and other property on the grounds of the Elderly and Children's Homes should be protected and used safely.

08. Arrival.

- I. The total staff to be provided by the Tender/Bid shall report to the service on a daily basis, 7.00 a.m. to 7.00 p.m. and 7.00 p.m. to 7.00 a.m. is the service shift.
- II. The maximum continuous shift in the service of caretakers should not exceed 36 hours.
- III. According to Sections 2A, 2C and 2A (2) (g) of Part 1 of the Act regulating the employment of women, youth and children, female employees should be employed subject to a maximum of 12 hours of service. On a certain day in the morning. 7.00 a.m. Women who are on day shift till 7.00 p.m. should not be employed after 10.00 pm on that day. Women on night shift 7.00 p.m. the next day must be in service until 7.00 a.m.
- IV. All employees must accurately record their arrival and departure by their fingerprints on the fingerprint machine.
- V. It is not possible to leave the workplace for personal reasons after reporting for duty.
- VI. Must stay at work during office hours.
- VII. The monthly service fee paid for non-attendance will be deducted at the proportional basic and a penalty of 10% will be levied on the deductible.
- VIII. All employees must accurately record their arrival and departure in an attendance register.

09. Behavior.

- I. Adults and children should be treated with innate kindness and optimism.
- II. Adults and children should not be abused mentally or physically.
- III. Care given must have cordial relationship with children parents.
- IV. As this center is a place for adults and children, it should always be taken care with responsibly.

10. General

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

- I. Do not have contact with outsiders (parents, officials, guests, etc.) who come to the premises.
- II. Employees' lounge should be used only during work breaks (food, tea) and rest should not be obtained in a manner that does not interfere with the activities of the organization.
- III. Complaints about adults and children should be reported to the Superintendent and the warden.

IV. Collaborate with staff at other service providers (cleaning services, security services) on the premises.

V. Provide appropriate support at program events for adults and children in the institution.

11. Should perform the duties assigned by the top management of the Colombo Municipal Council.

12. Should also perform the duties assigned to him from time to time by the Superintendent and the Warden.

13. 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.

14. Must be on duty in accordance with the current health guidelines in the country adhere to the Covid -19 health regulation.

15. 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 12=	12
2. Passed grade eight (1 point each)	01 x 12	= 12
3. Educational qualifications higher than grade eight (01 point each)	1.5 x 12	= 18
4. Institutional services to other institutions for the certificates provided (Maximum 10 points at 2 points each)	02 x 05	= 10
5. Attendance Services for other institutions for the certificate provided (Maximum 12 points with 02 points each)	02 x 12	= 24
6. Presenting maids served as an attendant if so (02 points each)	02 x 12	= 24

3. TENDER/BID FORMAT

Please state the following.

3.1. Number of Personnel on role in the Organization:

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

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

3.4. Number of full time Attendant allocated:.....

3.5. Number of Permanent Supervisors allocated

3.6. Attendant are provided with;

Uniforms:

Company logo:

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: 2019 and 2020.

(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)]

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)