

**COLOMBO MUNICIPAL COUNCIL**

**CENTRAL PROCUREMENT DEPARTMENT**

Tel. Nos. 2686389 - 2673173

Fax No. 2662329

**INVITATION FOR THE TENDER/BIDS : TENDER/BIDS FOR OPERATION OF  
CAFETERIA AT VMD PARK.**

**TENDER/BIDS NO : CPD16/ 1575/2021**

**TENDER/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

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**PART - II**

(To be filled by the Tenderer/bidder)

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

**PART - III**

Rates quoted to the Providing Operation of Cafeteria at VMD Park, Colombo 07.

Description	Rate (Rs.)
Monthly rental to be Paid to C. M. C. for the Operation of Cafeteria without VAT	
Rental per Year without VAT	
Rental Per Two Years without VAT	
V.A.T. 08%	
<b>Grand Total for two years with VAT</b>	

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

.....

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

**Name :**  
**(Block Capitals)**

**Address :**

**WITNESSES :-**

**01. Signature :**

**Name :**

**Address :**

**02. Signature :**

**Name :**

**Address :**

**COLOMBO MUNICIPAL COUNCIL  
MUNICIPAL ENGINEER'S DEPARTMENT  
Conditions of Tender/bid**

**Operation of Cafeteria at Vihara Maha Devi Park, Colombo.**

1. Tender/bids must be both original and duplicate on the prescribed form which will be supplied by Procurement Department on payment of s: 5,400/- per set. Conditions, schedules ( if any), any specifications (if any ) will also be supplied. Tender/bids without duplicate will not be considered. Any variations between the original and duplicate may disqualify the particular tender/bid. All Alternations must be signed by applicant.
2. A refundable deposit of Rs. 10,000/- should be paid to the Municipal Treasurer in cash and the deposit receipt must be attached to the Tender/bid.
3. The Tender/bid amount should be entered in figures and repeated in words. Any discrepancy in words and figures or any omissions in the proper competition of the tender/bid may result in rejection.
4. The Council will not consider any tender/bid which is incomplete or which does, not fully confirm to the conditions of tender/bid.
5. The Council does not bind itself to accept the highest or any tender/bid and reserves the right without question of rejecting any or all tender/bids and the right of accepting any portion of a tender/bid.
6. 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.
7. 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.
8. Tender/bids will close at the time fixed in the tender/bid notice and will be opened immediately thereafter where tenderer/bidders may be present.

9. The successful tenderer/bidder should enter into an agreement with Colombo Municipal Council. 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/-

10. The tenderer/bidder must supply at his own cost the stamps for the agreement.
11. The contract is valid for 2 years from the date of commencement
12. The successful tenderer/bidder should make a security deposit of Rs 75,000/- as surety for the due and satisfactory discharge and for the punctual performance of the contract. This money is fundable at the end of the contract.
13. The successful tenderer/bidder would be held responsible for any damage to the electrical fittings and fixtures, taps, sinks, main switches, fans, lights etc. and other apparatus of the cafeteria block and hand them over to the Council when the contract is over. The Cost of the damage caused (if any) shall be paid by the contractor.
14. A price list of all articles available for sale should be displayed in a permanent place inside the cafeteria.
15. The successful tenderer/bidder shall pay bills to the respective authority for the consumption of electricity, water and other utility, services during the period of this agreement.
16. The tenderer/bidder shall sell only hygienically prepared food, drinks at the canteen sake of any alcoholic spirits at the said canteen premises in strictly prohibited.
17. The following instructions should be strictly observed in order to maintain high standard of hygiene.
- I. Inside and outside, including the surroundings of the cafeteria should be cleaned regularly.
  - II. Particular attention should be paid on the cleanliness of the Kitchen and Kitchen utensils.
  - III. It should be ensured that the employees of the cafeteria do not suffer from any skin disease or other illness.
  - IV. The staff should wear aprons at all times of duty and refrain from unhygienic practices.
  - V. Tables should be cleaned properly every time after use.

- VI. Cups, plates and cutlery etc. should be cleaned with particular attention (make sure that broken or damaged cups and plates are not used).
  - VII. Tongs should be used in serving short eats and sweets etc.
  - VIII. Extreme care should be taken in preparation of food and to prevent stale contaminated food being served.
  - IX. The member of the cafeteria staff should have pleasing personality and be courteous to the customers.
18. Permission will not be granted for any person or employee to reside at the premises.
  19. The Cafeteria shall be kept open from 6.30 a.m. to 6.30 p.m. on all days of the week and any change of business hours would be notified by the Engineer. The Cafeteria shall not close on any day unless permission is granted by park Engineer.
  20. The council shall not be responsible for any prosecution with regard to sale of unhygienic food in the canteen by the tender/bid & their employees.
  21. The Cafeteria may be subject to inspection without prior notice by Chief Medical Officer of Health of Municipal Engineer or another authorized representative or any other officer authorized to do so by the Municipal Commissioner.
  22. All payments for each month must be paid in advance on or before the 03<sup>rd</sup> day of each month.
  23. National ID No of persons intended to employ should be provided.
  24. Contract may be cancelled and terminated without notice for violation of any of the conditions.
  25. 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.

- 26. The successful tenderer/bidder should obtain all licenses required by the Council or by Government in carrying out the business.
- 27. The Council shall not be responsible for any labor disputes that arise and the Council should be indemnified against all losses, damages, expenses and charges.
- 28. The successful tenderer/bidder shall hand over the building on termination or at the end of the period of the contract, the contract shall be for a period of two years.
- 29. The successful tenderer/bidder is required to pay any taxes informed by the government.

**Part II****Tender/bid for the commissioning of the cafeteria at Vihara Maha Devi Park****Application from:**

Having read the terms and conditions applicable to above tender/bid we herein submit our tender/bid form

1. Registered Name of the tenderer/bidder :
2. Registration Number (Please attach :  
Photocopy of the Business Registration)
3. The Documents Pertaining to the :  
Performance and Potential Capacity  
of the Catering Services (Please  
attach Certified Photocopies)
4. The Documents Pertaining to the :  
present, post Experience in Catering  
Services (Please attach Certified  
Photocopies)
5. (a) Address of the Head Office of :  
the tenderer/bidder and its Tel. No.
- (b) Address of any branch office :  
With Telephone Nos. if any
6. VAT file number and amounts of :  
B. T. T. paid during the past 3 years  
(Photocopies in Support  
of the documents/Payments  
should be attached)
7. Is the Audited Balance sheet of the :  
Company available for the Past 3  
years Please attach Photocopies)

08. Details of the presently engaged in the Cafeteria Services.

<b>Name &amp; address of the Institute</b>	<b>Period of Contract</b>	
	<b>From</b>	<b>To</b>

09. Details of the Contracts handled in the Past

<b>Name &amp; address of the Institute to which the service rendered</b>	<b>Period of Contract</b>	
	<b>From</b>	<b>To</b>



## **Operation of Cafeteria at Viharamahadevi Park, Colombo.**

### **COMMISSIONING OF THE CAFETERIA AT VMD PARK – PART III**

#### **Terms and conditions**

1. The operator should be selected by open tender/bid.
2. Restaurant should be kept open from 7 am to 6 pm.
3. All the food preparation should be carried out outside the park & cooking not allowed inside the park.
4. All the indoor and outdoor furniture should be provided by the operator with the consultation of the architect.
5. Contract period is two years.
6. All the bill for utility services (such as water, electricity and telephone) (should be settled during the time of operation).
7. To allow CMC authorized officials to visit and inspect the condition of the cafeteria during the time of operation.
8. To keep and maintain the premises clean and sanitary status in strict conformity with the rules and laws of CMC.
9. No alternation or additions shall be done to the premises.
10. Upgrading of any services, permission should be obtained by the architect or engineer.
11. To pay sum of Rs.75,000/- as a refundable security deposit which will be refunded after the contract period, if there is no unsettled bills or damages.
12. Any minor repairs less than Rs.5,000/- to be borne by the operator.
13. Collection of garbage and janitorial services should be carried out by the operator.
14. Any types of liquor are not allowed to sell or use within the cafeteria.
15. Any outsiders other than registered workers are not allowed to stay over night.

16. Breach of any conditions stipulated above will lead to terminate the contract with prior notice.

17. Catering services cannot be sublet to any other party.

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SIGNATURE OF TENDERER/BIDDER  
AND SEAL OF THE FIRM

Name of Signatory in Block Capitals:

Address :

**WITNESSES: -**

(01). Signature :

Name in Block Capitals :

Address :

(02). Signature :

Name in Block Capitals :

Address :

**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.07 of Conditions of the tender in page 3)