

Ministry of Public Security and Parliamentary Affairs

INVITATION FOR BID

Telephone No: 2887697

Fax No: 2887916

INVITATION TO BID FOR THE OPERATION OF THE CANTEEN ON
THE GROUND FLOOR OF THE “ANCILLARY B” BUILDING OF THE
SUHURUPAYA BUILDING, BATTARAMULLA.

PROCUREMENT NO. : PS/03/PB/PR/09/31/25

BID OPENING DATE AND TIME : 16.07.2025 @ 11.00 am

PART I

(For office use only)

Name of the Firm:

Receipt No : -

.....

Issuing Officer

Date: -.....

PART II

(To be filled by the Bidder)

1. Name of the Bidder: -
2. Business Address: -
3. Telephone Numbers: -
4. Fax Numbers: -
5. Email Address : -
6. VAT Registration No: -
7. Bid Security No: -
8. Bid Security Amount: -

(To be filled by the Bidder)

**INVITATION TO BID FOR THE OPERATION OF THE CANTEEN
ON THE GROUND FLOOR OF THE “ANCILLARY B” BUILDING
OF THE SUHURUPAYA BUILDING, BATTARAMULLA.**

INVITATION TO BID FOR THE OPERATION OF THE CANTEEN ON THE GROUND FLOOR OF THE “ANCILLARY B” BUILDING OF THE SUHURUPAYA BUILDING, BATTARAMULLA.

CONDITIONS OF CONTRACT

Section 1

1. Scope

The selected bidder shall operate a canteen in ground floor of “Ancillary B” Building of the Suhurupaya Building.

Location- Suhurupaya Building, Sri Subhuthipura Road, Battaramulla.

2. Space availability for vehicle parking

A space of 4065 Squar Feet is available for a Canteen.

The space is only allowed for a Canteen and the selected bidder shall not allowed to use the area for any other purposes.

The Bidder shall be allowed to carry out the site inspection during office hours.

The Ministry of Public Security and Parliamentary Affairs (Ministry) has a right to cancel any location and the contract as a whole at any time of the contract period. In such occasions, the monthly rental payable to the Ministry for such locations shall be waived off and any losses incurred as a result of such cancellation to the operator whatsoever shall not be paid.

The selected bidder shall be carried out the operation without obstructing to the day to day operations of Ancillary B Building.

3. Contract Period & Commencement Date of the Contract

The Commencement Date of the Contract shall be 14 days from the date of Letter of Acceptance or any other date specified by the Ministry. Contract duration is **two year** and the Secretary to the Ministry has the right to extend the contact period and the contractor is responsible to agree to extend the contract.

4. Rental payable to the Ministry

The Contractor shall pay rental fee to the Ministry of Public Security and Parliamentary Affairs for operating a Canteen. Rentals shall be paid monthly on or before the end of the month.

An additional sum equivalent to 2% of the rental payable shall be charged for late payments. If the rentals due along with the surcharges, and other receivables to the Ministry equal or higher than amount of Monthly Rental of two months, the Secretary to the Ministry reserves the right to terminate the contract, without giving any notice and forfeit the performance bond.

The currency applicable will be Sri Lankan Rupees.

5. Performance Security

The Contractor shall provide a performance security worth of 10% of 24 months rental (rental of 24 months including taxes). This performance security shall be cash deposit with the Ministry or an unconditional on-demand bank guarantee from a reputed bank in Sri-Lanka, addressed to the Secretary, Ministry of Public Security and Parliamentary Affairs.

The performance security shall be submitted within 14 days from the Letter of Acceptance. Failure of the bidder to submit it within the time frame specified shall be cause for the annulment of the award. In such situations the Secretary to the Ministry has the right to forfeit the bid securities without any further notice.

6. Award of Contract

The contract shall be awarded by the Secretary to the Ministry to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has offered the highest evaluated bid price provided that such bid has been determined to be successful as per the bidding document.

Even though the bid is awarded it shall be disqualified in case of misleading or false representation in the forms, statements and attachments submitted, participated in fraud and corruption practices.

7. Non acceptance of the Bid

If any bidder has not accepted the Bid by submitting required performance security, the bid bond submitted along with the Bid shall be forfeited by the Secretary to the Ministry. In such situations, the bid will be awarded by the Secretary to the Ministry to the next responsive Bidder if their quoted rate is higher than the Ministry Expected Revenue. If quoted rate of the next responsive bidder is less than Ministry Expected Revenue, Secretary to the Ministry shall negotiate with next responsive bidders of such location to increase their quoted rate and award the contract if highest negotiated bid price is higher than the Ministry Expected Revenue. If the highest negotiated bid price is also less than the Ministry Expected Revenue, re-calling will be carried out. In such situations, the previous contracts (if any) shall be extended by the Secretary to the Ministry until new contractor is selected.

8. Execution of the Contract

The Secretary to the Ministry shall issue a Letter of Acceptance that will contain the basic terms and condition of the contract. On the acceptance of the Letter of Acceptance and fulfillment of all the requirements, the successful bidder shall enter into a contract with the Ministry of Public Security and Parliamentary Affairs.

9. Signing of the Agreement

The successful bidder shall enter into a contract by signing the agreement within 14 days from the date of Letter of Acceptance. Failure of the bidder to enter in to such a written contract within the stipulated time shall be cause for the termination of the Contract. The Secretary to the Ministry may then award the contract to the next responsive bidder.

10. Contractor's Obligation

- 10.1 The Ministry rents an area of 4065 sq.feet on the ground floor of Ancillary B building of the Suhurupaya Building, under the control of the Ministry, to a company for the purpose of operating a Canteen primarily for the staff and guests.
- 10.2 During the contract period, the contractor must, at his own expense, divide the area of 4065 square feet in the ground floor of Ancillary B building or carry out temporary construction or repairs to make it suitable for business purposes.
- 10.3 The contractor has the right to install exhaust equipment, among other things necessary to operate the business in the rented area.
- 10.4 The contractor shall remove, at its own expense, the subdivisions and temporary constructions and developments made in the rented area as specified in paragraphs 10.2 and 10.3 above, prior to the expiration of the Contract Agreement, within one month of the expiration of the Contract Period.
- 10.5 The monthly electricity bills, telephone bills and water bills payable for the rented property must be paid by the contractor without any arrears, and the relevant bills must be paid every month and submitted to the Ministry.
- 10.6 The contractor must maintain the rented property clean and in accordance with the bylaws during the contract period and must never operate the canteen in an illegal or unsanitary manner.
- 10.7 The Contractor undertakes to carry out the preparation, provision, maintenance and disposal of food and beverages in accordance with the regulations of the Kaduwela Municipal Council, the regulations of the Public Health Inspectors and general health regulations.
- 10.8 The provision of food and beverages and other canteen activities should be carried out by a hygienic, clean and courteous staff, and their service should be pleasing to the customers.
- 10.9 The contractor is not entitled to sublease or sublet the services other than a Canteen within this service zone.
- 10.10 The contractor must provide facilities for a minimum of 150 people on the ground floor.
- 10.11 Kitchen appliances, furniture and other equipment must be provided by the relevant tenant.
- 10.12 The contractor must not use the property for illegal or unethical purposes.
- 10.13 The contractor must display prices in accordance with the relevant local council bylaws and food and beverage laws and regulations, and maintain the premises in a hygienic and quality manner.
- 10.14 Damages or losses should not be done to the garden in the building.
- 10.15 The management of the company should protect the peaceful environment of the premises.

BIDDING CONDITION**Section 2****11. Method of Bidding**

Invitation for Bid has been published on **25.06.2025** in the **Daily News, Dinamina and Thinakaran** for Details of Bids items.

Bids will be received up to **11.00 am on 16.07.2025** and will be opened immediately.

Bidders may obtain further information from and inspect the bidding documents at the Office of Finance Division, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla, Telephone No.: 011- 2887697.

1. Bids shall be forwarded with Duplicate. Both copies of the Bid shall be signed and sealed by the Bidder and enclose in separate envelopes and Seal, each shall be marked “ORIGINAL” and “DUPLICATE” and the Name of the bidder Item and Closing Date, and addressed to the Chief Accountant, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla. Thereafter B.oth ORIGINAL and DUPLICATE shall be enclosed to one envelop and sealed AND mark the Name of Bid item to be supplied on top left hand corner and Closing Date and Address to Chief Accountant, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla. BIDDER’S Name and Address shall be written on each envelope.
2. The duly completed Bids shall be deposited in the Tender Box kept in the Finance Division, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla before closing as per time and date, published in the press Notice.
3. The prices quoted shall be firm and not subject to adjustment for any reason and no bids can be withdrawn after the closing of Bids.

12. Eligibility of Bidders

12.1 Following enterprises are eligible for bidding.

- (a) **Limited liability companies**
- (b) **Firms in case of a partnership**
- (c) **Individual business**

12.2 The Ministry will not consider the following persons/companies for the award of the contract.

1. Who are in defaulted arrears of payments of Canteen rentals to the Ministry.
2. Who have failed to execute awarded canteen contracts directly or indirectly with the Ministry.

12.3 Successful bidders shall be selected on an evaluation done by the Bid Evaluation Committee appointed by the Secretary to the Ministry.

The award of the contract will be based on the following,

- (a) Agreed guaranteed rental for leasing out premises for a canteen.
- (b) Bidder shall be eligible and substantially responsive.

13. Qualification of Bidders

Bidders must be capable of complying with all the terms and conditions and should submit originals or true copies of under – mentioned specific documents with the bid.

Type of the Company	Required Document
Limited Liability Company	1. Certificate of incorporation. 2. Memorandum of article/ Article of a document and forms notice of change of directors/ secretary 3. Documents to prove past experiences in parking management and fee collection
Partnership	1. Certificate of Registration of the firm 2. Documents to prove past experiences in parking management and fee collection.
Individual Business	1. Certificate of Registration 2. Documents to prove past experiences in parking management and fee collection

14. Bid Securities

Each bidder should submit a bid security in the form of unconditional bank guarantee in the given format in clause no. 21 **only** from a reputed Bank in Sri Lanka acceptable to the Ministry, address to Secretary, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla. **Guarantees from insurance companies and any other format will not be accepted and those bids shall be disqualified for evaluations.** The value of the **Bid Security should be Rs.150,000/-**. Bid security (original) should be accompanied and submitted along with bid submission within the sealed envelope.

Bid price shall be valid until **77 days** from the date of bidder opening until agreement signing. Further, the prices cannot be changed within the contract period which is for two years from the date of signing the contract agreement. Bid Security shall be valid **105 Days, from the opening date of Bid**. The Employer shall reject any bid not accompanied by an acceptable bid security in the bidding document as a non-responsive offer.

Bid securities will be returned as promptly as possible after the letter of award is given and enter into an agreement together with a performance bond. Unsuccessful Bidder's Bid Security will be released after the said letter award.

The bid security may be forfeited;

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) in the case of successful bidder, if he fails within the specified time limit to
 - i. Sign the agreement
 - ii. Furnish the required performance security

15. Bid Documents

The prospective bidder shall submit the following as part of the completed set of bid documents.

- (a) **Condition of Contract (section 1)**
- (b) **Bidding Condition (section 2)**
- (c) **Form of Bid (section 3) Bid should be submitted only in the form issue with bid documents.**
- (d) **Bid Security (As mentioned in item no.14)**

Bid should be submitted only in the form issued with bid documents.

Note: - All the above documents shall be submitted with the bid and any bid without such documents at the time of opening the bid will be rejected.

15.1 Sealing and Marking of Bids

- (a) The Bidder shall submit the Bid under two separately sealed envelopes marked as “ORIGINAL” and “COPY”.
- (b) The inner envelopes marks as “ORIGINAL” shall include;
 - i. Condition of Contract (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with bid documents.
 - iv. Original Bid Security (As mentioned in item no.14)
 - v. Certified copy of the Business Registration.
 - vi. Certified copy VAT Registration Certificate (If VAT payable)
 - vii. Any other related document.
- (c) The inner envelopes marks as “COPY” shall include;
 - i. Condition of Contract (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with bid documents.
 - iv. Copy of the Bid Security (As mentioned in item no. 14)
 - v. Certified copy of the Business Registration.
 - vi. Certified copy VAT Registration Certificate (If VAT payable)
 - vii. Any other related document.
- (d) All inner and outer envelopes shall;
 - i. Be addressed to the “Chief Accountant, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla”
 - ii. Include the name and address of the Bidder;
 - iii. Name of the Contract shall be clearly written on top of the envelopes;
 - iv. Provide a warning not to open before the specified time and date for bid opening as defined in the Instructions of Bidders.
- (e) If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

16. Late Bids

Any bids received by the Employer after the deadline for submission of bids prescribed in will be rejected and returned unopened.

17. Cancellation

- 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 Ministry contract;
- b) If the contractor shall have shown or for borne to show favor or disfavor to any person in relation to any Ministry 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 Ministry 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 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.

18. Opening of Bids

The bid opening shall take place at: Ministry of Public Security and Parliamentary Affairs Auditorium, 17th Floor, Suhuruapya, Battaramulla

Address: Auditorium, 17th Floor, Suhuruapya, Battaramulla

Date: 16.07.2025

Time: 11.00 a.m.

The Employer will open the bids, including modifications in the presence of the bidders authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance and names of the participating bidders will be announced.

18.1 The bidder's names, the Bid prices or any addition to the offered price, Bid modifications the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Late Bids will be rejected.

18.2 Any bid may be rejected for any one or more of the following reasons:

- (a) If any altered and / or erasures are not authenticated and if there are any irregularities of any kind.
- (b) If they are conditional or incomplete.
- (c) If they fail to comply with any of the requisite conditions.
- (d) If the bid bond is not attached to the bid.

The Ministry reserves the right to reject any or all bids and waive any requirements when in the opinion of the Ministry such rejection or waiver will be in the best interest of the Ministry. In the event the Ministry rejecting all bids submitted, it reserves the right to re-advertise for new bids.

19. Evaluation Process

The Ministry will evaluate and compare only the bids determined to be substantially responsive. The award will be based on the highest bid value for the location in the schedule.

Qualified Bidder will be selected on an evaluation done by the bid evaluation committee based on the given specification. The decision of the Ministry will be the final and conclusive. No bidder has the right to challenge the decision of the Ministry.

20. Employer's right to accept any bid and to reject any or all bids.

The Ministry reserves the right to accept or reject any bid or part of the bid and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Ministry's action.

If the selected bidder and the Ministry fail to reach an agreement during negotiations, the Ministry reserves the right to reject the same and proceed to select the bidder who has forwarded next acceptable offer. This process will be repeated if necessary for subsequent offers.

21. Form of Bid Security**FORM OF BID SECURITY**

..... *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Secretary, Ministry of Public Security and Parliamentary Affairs, 18th Floor, Suhurupaya, Battaramulla

Date: *[insert (by issuing agency) date]*

BID GUARANTEE No: *[insert (by issuing agency) number]*

We have been informed that.....*[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert (by issuing agency) date]* (hereinafter called "the Bid") for improvements to (insert name of contract)for Bids No. (insert reference number of the bid).

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

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

- a) Has withdrawn its Bid during the period of bid validity specified; or
- b) Does not accept the correction of errors in accordance with the instructions to Bidders (hereinafter "the ITB"); or
- c) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the contract Form, if required, (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder: or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, 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(s) and name(s) of authorized representative(s)]

22. Form of Performance Security**FORM OF PERFORMANCE SECURITY**

(The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.)

..... *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Secretary, Ministry of Public Security and Parliamentary Affairs, 18th Floor, Suhurupaya, Battaramulla

Date :- -----

PERFORMANCE GUARANTEE No:- -----*[insert (by issuing agency) number]*

We have been informed that -----*[Name of Supplier]* (hereinafter called “the Supplier”) has entered into Contract No-----*[reference number of the contract]* dated ----- with you, for the ----- supply of -----*[name of contract & brief description]* (hereinafter called “the Contract”)

Furthermore, we understand that, according to the condition of the Contract, a performance guarantee is required.

At the request of the Supplier, we -----*[Name of Agency]* hereby irrevocably undertake to pay you any sum or sum not exceeding in total and 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, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[Signature (s)]

23. Specimen of Contract Agreement**Specimen of Contract Agreement**

This Contract Agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this day of [*insert: number*] [*insert: month*], [*insert year*].

BETWEEN

- (1) Secretary, Ministry of Public Security and Parliamentary Affairs for and on behalf of the Government of Democratic Socialist Republic of Sri Lanka and having his office at 18th Floor, Suhurupaya, Sri Subhuthipura Road, Battaramulla, Sri Lanka which term or expression as herein used shall where the context so requires or admits mean and include the said Secretary, Ministry of Public Security and Parliamentary Affairs or his successor in office, administrators and permitted assignee being the party of the FIRST PART (hereinafter called as the LESSOR), and
- (2) [*insert name of company*], is a company duly incorporated under the laws of Sri Lanka having its registered office at, [*insert: address of company*] which term or expression as herein used shall where the context so requires or admits mean and include the said [*insert name of company*] or its administrators and successors in business and/or assigns being the party of the OTHER PART (hereinafter called as the LESSEE).

WHEREAS, the Lessor has agreed to lease the said Lessor's canteen in the Ancillary B building for the purpose of maintaining the canteen in the Ancillary B building for the staff and the public who come to the offices established in the Suhurupaya Building, Sri Subhuthipura Road, Battaramulla, for a period of 02 consecutive years from the date of [*insert: number*] [*insert: month*], [*insert year*] to the date of [*insert: number*] [*insert: month*], [*insert year*], subject to a monthly rent of Rs.[*insert monthly rental in words and figures*] and an annual rent Rs. [*insert monthly rental in words and figures*].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreements words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Lessor and the Lessee, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Bidding Condition;
 - (c) Condition of Contact ;
 - (d) The Lessee's Bid and original Price Schedules;
 - (e) The Lessor's Notification of Award;
 - (f) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contact documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. Both parties agree to the following terms and conditions.

- 4.1 The Ministry rents an area of 4065 sq.feet on the ground floor of Ancillary B building of the Suhurupaya Building, under the control of the Ministry, to a company for the purpose of operating a Canteen primarily for the staff and guests.
- 4.2 The Lessee agrees to pay the Lease Rent for the Lease Period at the rate of Rs. *[insert rental per square feet in words and figures]* per square feet and Rs. *[insert monthly rental in words and figures]* per month for the Ground Floor on or before the 25th day of each month to the Lessor.
- 4.3 During the contract period, the contractor must, at his own expense, divide the area of 4065 square feet in the ground floor of Ancillary B building or carry out temporary construction or repairs to make it suitable for business purposes.
- 4.4 The contractor has the right to install exhaust equipment, among other things necessary to operate the business in the rented area.
- 4.5 The contractor shall remove, at its own expense, the subdivisions and temporary constructions and developments made in the rented area, prior to the expiration of the Contract Agreement, within one month of the expiration of the Contract Period.
- 4.6 The monthly electricity bills, telephone bills and water bills payable for the rented property must be paid by the contractor without any arrears, and the relevant bills must be paid every month and submitted to the Ministry.
- 4.7 The contractor must maintain the rented property clean and in accordance with the bylaws during the contract period and must never operate the canteen in an illegal or unsanitary manner.
- 4.8 The Contractor undertakes to carry out the preparation, provision, maintenance and disposal of food and beverages in accordance with the regulations of the Kaduwela Municipal Council, the regulations of the Public Health Inspectors and general health regulations.
- 4.9 The provision of food and beverages and other canteen activities should be carried out by a hygienic, clean and courteous staff, and their service should be pleasing to the customers.
- 4.10 The contractor is not entitled to sublease or sublet the services other than a Canteen within this service zone.
- 4.11 The contractor must provide facilities for a minimum of 150 people on the ground floor.
- 4.12 Kitchen appliances, furniture and other equipment must be provided by the relevant tenant.
- 4.13 The contractor must not use the property for illegal or unethical purposes.
- 4.14 The contractor must display prices in accordance with the relevant local council bylaws and food and beverage laws and regulations, and maintain the premises in a hygienic and quality manner.
- 4.15 The management of the company should protect the peaceful environment of the premises.
- 4.16 If the performance of the contract is found to be unsatisfactory, the Lessee shall be informed thereof and if they do not take action in this regard, the Lessor shall have the right to terminate the service with one month's notice and call for tenders again or take other alternative action.
- 4.17 It is agreed that the Lessor has obtained a Performance Security of 10% of the tender value for two year from the Bank of under No. Further, the Lessee shall be bound to extend the validity period of the said 10% Performance Security as and when required, as per the request made by the Lessor.

4.18 The Lessor agrees that any officer or successor appointed to that position by government policy in lieu of an authorized representative signing this agreement on behalf of the Lessor shall be liable for the Lessor under this agreement.

5. It is agreed that if any dispute arises regarding the property belonging to this lease, all such disputes shall be resolved by the Lessor and that the Lessee shall, at the end of this lease, hand over the said property to the Lessor without causing any damage and shall withdraw from it peacefully. The Lessee undertakes to restore and repair any damage to the property during the lease period to the satisfaction of the Lessor.

6. we promise to each other, on behalf of the aforementioned Lessor and both parties, and on behalf of the heirs, assigns, administrators, beneficiaries, etc. of both parties, to duly perform the above-mentioned lease agreement.

7. AMENDMENTS

The terms and conditions of this contract shall be amended only by written mutual contract entered by the authorized representatives of the parties.

All the Terms and Conditions of this contract have been read and understood and accepted by the Lessor and Lessee.

IN WITNESS WHERE OF the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* by the Lessor and the Lessee who have set their hands hereto together with the Common Seal of the Lessee in the presence of two persons on the date and place as aforesaid.

For and on behalf of the Lessor.

Signed: *[insert signature of authorized representative(s) of the Lessor]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

For and on behalf of the Lessee.

Signed: *[insert signature of authorized representative(s) of the Lessee]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

24. Document Check List

Please check the document in the bid and mark availability in the last column.

No.	DOCUMENTS	Availability (Yes/ No)
01	Bid - Original	
02	Bid - Copy	
03	Condition of Contract (section 1)	
04	Bidding Condition (section 2)	
05	Form of Bid (section 3) Bid should be submitted only in the form issue with bid documents.	
06	Original Bid Security (As mentioned in the clause no.14)	
07	Certified copy of the Business Registration. (As mentioned in the clause no. 13.1 & 13.2)	
08	Certified copy of the VAT Registration Certificate (If VAT payable)	
09	Any other related document.	

.....
Signature of Bidder

INFORMATION OF BIDDERS

Secretary,
Ministry of Public Security and Parliamentary Affairs,

INVITATION TO BID FOR THE OPERATION OF THE CANTEEN ON THE GROUND FLOOR OF THE “ANCILLARY B” BUILDING OF THE SUHURUPAYA BUILDING, BATTARAMULLA.

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to bids and Terms and Conditions of Bid” pertaining to the above Bid, along with Schedules below thereto, do hereby undertake to provide a canteen at Ground Floor of Ancillary B Building of Suhurupaya Building, Battaramulla, in accordance with the aforesaid Instructions, Terms and Conditions. The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

1. I/We confirm that this offer shall be open for acceptance until granting the awarding letter for the provide service and that it will not be withdrawn or revoked prior to that date.

2. I/We attach hereto the following documents as part of my/our Bid:

- i. Price Schedules.
- ii. Certified copy of VAT registration certificate.(if VAT applicable)
- iii. The Bids should submit the certificates of registration or another document to prove the ownership, and capacity of business at the time of submitting their bid.
- iv. Bid Security.
- v. Documentary evidence to establish qualifications for the performance of the Contract. Bidder should have past experience in carrying a business of Canteen proof & proof documents should be attached with the bid.
- vi. Any other document mentioned in the document check list.

3. I/We understand that the Ministry is not bound to accept offer and that the Ministry reserves the right to reject any or all bids or to accept any part of a Bid without assigning any reasons therefore.

4. We undertake to adhere to the Delivery Schedule attached.

5. Bidder’s experience

Bidder shall provide details of all current and past experiences in operating a Canteen. Also submit the certified copies of awarding letters of these projects.

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6. My/Our Bank Reference is as follows:

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Signature of Bidder :.....

Name of Bidder :.....

Address :.....

Fax :.....

E-mail :.....

Date :.....

7. General Program of Operation

The Bidder should explain the general program of the operation of the contract and should include the following specific information and any other information, which the bidder may consider relevant.

7.1 Name and experience of the Manager proposed for this operation, number of personal likely to be employed.

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Signature of Bidder:

Rubber Stamp:

By Order

SECRETARY,
MINISTRY OF PUBLIC SECURITY AND PARLIAMENTARY AFFAIRS,
18TH FLOOR, SUHURUPAYA BATTARAMULLA

Section 3
PRICE SCHEDULE

INVITATION TO BID FOR THE OPERATION OF THE CANTEEN ON THE GROUND FLOOR OF THE “ANCILLARY B” BUILDING OF THE SUHURUPAYA BUILDING, BATTARAMULLA.

This bid is subjected to payments to the Ministry of Public Security and Parliamentary Affairs as a rental fee to operation a Canteen at Ground Floor of Ancillary B Building of Suhurupaya Building, Battaramulla, complying all the requirements of the specifications and bid documents.

No	Location	No. of Months	Rental per Month (SLRs.)	Rental per 12 months in SLRs (No. of months X Rental per month)
01	Ground Floor of Ancillary B Building of Suhurupaya Building, Battaramulla	24		
	TOTAL			
	Add: 18% VAT			
	TOTAL WITH TAXES			

Amount of my Total Bid Price (In words without taxes) is Rupees

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I hereby agree that I have no right to change the above bid or claim for any mistake in the bid. I am aware that my bid will be rejected with no reason what if found such changes and mistakes.

Signature of the bidder:

Rubber Stamps:

Date:

Annexure – A

Bank Details

Name of the Company	Bank Details						Telephone Number	Mobile Number	e - Mail Address
	Name in the Account	Bank Name	Bank Code	Branch Name	Branch Code	Bank Account Number			

Certified above details are correct according to the Company / Partners/ Proprietor details.

- A certified bank statement copy must be attached with bank details.

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 Authorized Signature
 Director/ Partners/ proprietor