

**MINISTRY OF PORTS, SHIPPING AND AVIATION**

**CIVIL AVIATION AUTHORITY OF SRI LANKA**

**INVITATION FOR BIDS FOR LEASING THE CIRCUIT BUNGALOW ,AT WEERAWILA OF CIVIL AVIATION AUTHORITY OF SRI LANKA FOR THE PURPOSE OF MANAGING - IFB/SP/2022/09**

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# **INTRODUCTION TO THE ORGANIZATION AND SERVICES REQUIRED**

1.1. Civil Aviation Authority of Sri Lanka (CAASL) is the regulatory authority for implementation of International Standards and Recommended practices stipulated by the International Civil Aviation Organization related to Safety Oversight of Civil Aviation in the country. CAASL has built Holiday Bungalows at Weerawila as a welfare amenity for the staff. Bidders are hereby invited for management of circuit bungalow of Weerawila on leasing basis.

# **INVITING BIDS FOR LEASING THE CIRCUIT BUNGALOW, AT WEERAWILA OF CIVIL AVIATION AUTHORITY OF SRI LANKA FOR THE PURPOSE OF MANAGING**

2.1. Circuit Bungalow of Civil Aviation Authority of Sri Lanka which is located at Weerawila consists of four units and each unit contains 2 (Two) houses (up stair and down stair) with a master bed room, living area, kitchen and Dining area in each house. All these units are furnished and Parking facilities are available.

2.2. **Bids are invited from reputed, experienced companies in the hospitality industry for managing the bungalows on leasing basis for two years**.

# **SCHEDULE OF SUBMISSION OF BIDS**

3.1. Document relating to the bid invitation for leasing of the Circuit Bungalow at Weerawila shall be collected from the Environment , Research and Project section of the CAASL at No. 152/1, Minuwangoda Road, Katunayake, between the period, 26th October 2022 to 16th November 2022 during 9.00 a.m. to 3.00 p.m. by paying non-refundable fee of Rs. 2,500/=.

3.2. Site visit will be arranged on 02nd November 2022 only for the interested parties who have collected the bid documents. (Information on the site visit will be informed accordingly) Bidders are required observe the premises carefully during the visit.

3.3. Completed Bids will be accepted from those who will be participating for the site visit only.

3.4 Completed Bid shall be addressed to;

Chairman

Department of Procurement Committee

Civil Aviation Authority of Sri Lanka

No. 152/1, Minuwangoda Road

Katunayake.

3.5. Completed Bids shall be submitted on or before 17th November 2022 at 1400hrs. Bids will be opened immediately after the expiration of the mentioned time. Technical Evaluation Committee will select the best bidder, having validated the details provided.

# **PROCEDURE FOR SUBMISSION OF BIDS**

4.1. Completed Bids shall be submitted in a sealed envelope and shall be addressed to “Chairman, Departmental Procurement Committee, Civil Aviation Authority Sri Lanka, No: 152/1, Minuwangoda Road (Opposite Radar Tower), Katunayake. Bids may be forwarded either by registered post or by hand. “Invitation for Bids – leasing of Circuit Bungalow at Weerawila for managing IFB/SP/2022/09” shall be mentioned on top left hand corner of the envelope.

4.2. Each Bid shall be accompanied by an “**On Demand Bid security”** in the form of a Bank Guarantee issued by a Commercial Bank approved by the Central Bank of Sri Lanka and payable to the; Client, Civil Aviation Authority Sri Lanka, equivalent in value of Sri Lankan rupees **fifty thousand (Rs.50,000/=).** Failure to submit the Bid Security at the time or before the closing of Bid acceptance will result in Bid being rejected. Refer Annex II for the format of Bid Security/ Guarantee.

4.3. The Bid Security shall be valid for 120 days from the date of bid opening Bid securities from Unsuccessful Bidders will be returned to them after a awarding is done to the selected Bidder and the Bidder accept it. The Bid security of the selected Bidder will be returned after receipt of the Performance Guarantee.

4.4. The selected Bidder shall furnish an **“On Demand Performance Guarantee”** within 10 working days of receipt of the “Letter of Awarding” in the form of a Bank Guarantee from a Commercial Bank approved by the Central Bank and operating in Sri Lanka. Such Guarantee shall be equivalent in value of Sri Lankan rupees **Seven hundred and fifty thousand (Rs.750,000 /=) and valid for a period of not less than two years and 90 days from the date of the awarding.** The Performance Guarantee shall be in favour of the Civil Aviation Authority of Sri Lanka. CAASL shall have the liberty of claiming the performance bond for any damage caused by the contractor on the buildings, furniture or the items used in the bungalows.

4.5. It should be clearly understood that in the event that the service is not provided per the quality expected by the CAASL, the performance Bond is liable to be forfeited. No interest on performance Bond would be payable by CAASL under any circumstances.

4.6. Following information shall be submitted with the duly signed Invitation for Bid document.

* 1. Profile of the bidder and the list of similar projects undertaken for managing bungalows/ holiday homes/resorts etc.
  2. Experienced in the hospitality industry
  3. Contact details of the Managing Director and other key personnel of the company
  4. Audited final accounts for the last year with company stamps
  5. Cost quoted per month for lease for two years to be paid to CAASL. (Minimum consideration is Rs.450,000/- per month).
  6. Bid Bond as specified under 4.3 above

# **OTHER TERMS & CONDITIONS**

5.1. Printed Terms and conditions of the Bid will not be considered as forming part of the Bids. In case terms and conditions of the contract applicable to this invitation to Bid are not acceptable to any bidder, the Bidder should clearly specify deviation in the bid. Chairman, Procurement Committee of CAASL reserves the right to accept or reject them and will not be bound to give reasons for its refusal to consider the bid with such deviations.

5.2. Hypothetical and conditional Bids will not be considered for evaluation.

5.3. Taxes, if any, shall be quoted separately failing which the quoted rates would be taken as inclusive of taxes and no subsequent request for enhancement of rates would be applicable.

5.4. Selected Bidder shall enter into an agreement with CAASL which shall be signed with in 10 days from the date of Awarding.

5.5. Selected bidder shall be informed of the Awarding by CAASL with the copy of the agreement and Bidder shall respond in writing about the acceptance together with the signed agreement and performance Bond.

# **RISK PURCHASE CLAUSE**

6.1. If the firm after submission of bid and due acceptance of the same fails to abide by the terms and conditions of the bid document, or fails to execute the work as per prescribed schedule given or at any time repudiates the contract, the CAASL will have the right to forfeit the invoke the bid bond/performance bond, deposited by the firm and get the work done from other firm at the risk and consequence of the firm.

6.2. The cost difference between the alternative arrangement and firm bid value will recovered from the firm along with other incidental charges including duties, taxes, freight and insurance etc. Value of the performance Bond will be retained with CAASL till three years and 90 days.

# **EVALUATION OF BIDS**

7.1. Evaluation will be carried out by the technical Evaluation Committee (TEC) appointed by the Department of Procurement Committee (DPC) of CAASL to select the most suitable Bidder. The maximum price will not be the sole criteria for selection.

7.2. Evaluation Criteria

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Marks = 100** | | **Maximum Marks** | |
|  | Clause |
| **A** | **Company Portfolio** | | |
| 1 | Number of years the firm has been established (2Mark for each year upto Max 10) | 10 | |
| 2 | Number of Projects of Similar in nature(2 Mark for each project upto 10) handled in the hospitality industry | 10 | |
| **B** | **Financial Capabilities** | | |
| 1 | Average Annual Turn Over of the bidder for the last 3 Years | 20 | |
| **C** | **Relevant Staff Assigned to the Project** | |  |
|  | Experience of the Key staff to be assigned to the Management service Bidder’s Staff Proposal | 15 | |
| **D** | **Maintenance** |  | |
| 1 | Providing the methodology ,procedures and processes to provide the scope of services of managing the bungalows up to the standards required | 15 | |
| E | Quoted price per month  450,000.00 = (5 marks)  450,000.00 ≥500,000.00(10 marks)  500,000.00 ≥ 550,000.00 (15 marks)  550,000.00 ≥600,000.00 (20 marks)  600,000.00 ≥ 650,000.00 (25 marks)  650,000 >(30 marks) | 30 | |

# **SCOPE OF WORK/SPECIFICATIONS**

8.1. The details of the work to be quoted by the bidders are explained in Annexure **I**. CAASL enter in to an agreement with the bidder in regards.

# **DELIVERY OF WORK AND COMPLETION**

9.1. The validity of period of the contract is 02 (two) years commencing from the date of awarding. The contract may be extended on the satisfactory performance of the contactor with a percentage increase of the leasing price for further two (02) years subjected to;

a. The Company makes a written request for such extension at least three months prior to expiry of period of the third year.

b. The Company has rendered satisfactory services.

c. Other relevant factors considered by the CAASL.

d. Approval of the appropriate authority

e. The company has not done any illegal occupation or any act tarnishing the name of the CAASL.

9.2. However, the Authority has the sole discretion to determine whether the contract shall be extended for further two years and in determining same, Authority shall evaluate the service rendered by the party.

9.3. In case of failing lack of the services rendered for management, the CAASL may cancel the offer and forfeit such amount or full amount of cost incurred out of the Bid Bond or the performance Bond as the case may be, as deemed fit, besides procuring the material from any other source at the risk and cost of the bidder. Decision of the Chairman – DPC shall be final & binding.

# **PAYMENTS**

10.1. Payment to CAASL shall be through a Bank transfer or a cheque written in the name of “ CIVIL AVIATION AUTHORITY OF SRI LANKA” and shall be at the beginning of each month from the date of Awarding.

# **ARBITRATION**

11.1 Any dispute or difference whatsoever arising between Civil Aviation Authority & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by an appointed Arbitrator by the Secretary to the line Ministry.

# **UNDERTAKING**

1. The Contractor shall cover all the costs incurred in laundry, gas, water, electricity, telephone , water bottles, meals etc. when serving the guests.
2. All reservations shall be through a transparent online reservation system by the Contractor.
3. Contractor is not allowed to sub lease the bungalows without any permission of the CAASL to any outsiders.
4. The Contractor shall send a report on reservations to CAASL monthly for verification.
5. The Contractor shall reserve one part of the Unit for CAASL official purposes all the time.
6. The Contractor shall sell the units to CAASL officials at a concessionary rate of Rs.2,000/- per unit only if reservation is done via office, for their personal use. Priority shall be given to the reservations in this regard.
7. Contractor shall maintain the bungalows up to the satisfactory of the CAASL and shall not undertake any illegal activity or any unethical activity in the bungalows, which may tarnish the image of the CAASL. If reported of any such activity CAASL has the complete right of terminating the contract without prior notice to the contractor.
8. Contractor shall be responsible for the furniture and the inventory items and shall be handed over to CAASL back in good condition at the time of the end of the contract.
9. CAASL undertake to inspect the condition of the bungalows time to time where as the Contractor shall facilitate and allow such inspections.
10. The Contractor shall handover back the bungalows and furniture/items in them in the same condition at the time of starting the contract, to CAASL.
11. The Contractor shall not make any changes to the building unless CAASL has approved to do so. Any additions, constructions done by the contractor will be a property of CAASL at the end of the contracted period and no claim shall be made on the cost incurred by the contractor.
    * + 1. **TERMINATION OF THE CONTRACT**

Both party has the right of terminating the contract having informed to the other party in writing prior to three calendar months of the date of terminating. CAASL has the right of claiming for any damages on the building/ items/ furniture through the Performance Bond in this case.

**Chairman**

**Department Procurement Committee**

**Civil aviation Authority of Sri Lanka**

**No. 152/1, Minuwangoda road,**

**Katunayake**

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

# **Annex I –Price Schedule**

|  |  |  |
| --- | --- | --- |
| **Cost for leasing per month -in Rs.** | **Total Quoted price (without Tax) for two years-in Rs.** | **Total Quoted price (with VAT and other taxes)**  **in Rs.** |
|  |  |  |

We, ……………………………………………………………………………….. undertake Management of Circuit Bungalow of Civil Aviation Authority of Sri Lanka under the above mentioned rates as the leasing fee. Agreed to pay the Performance Bond of Rs.750,000/- valid for 2 years and 90 days from the date of awarding, if selected to manage the bungalows by CAASL.

Signature : ……………………………………………………………………….

Name : ……………………………………………………………………….

Company : ……………………………………………………………………….

Designation : ……………………………………………………………………….

ID Number : ……………………………………………………………………….

Telephone No. : ……………………………………………………………………….

Email Address : ……………………………………………………………………….

Postal Address : ……………………………………………………………………….

……………………………………………………………………….

……………………………………………………………………….

Date : ……………………………………………………………………….

(Official Stamp of the Company)

# **ANNEX II**

## **Form of Bid**

…………………………… [Date]

To: The Director General of Civil Aviation and Chief Executive Officer

Civil Aviation Authority of Sri Lanka

No.152/1, Minuwangoda Road

Katunayake

**Having examined the bidding documents, we offer to lease Circuit bungalow at Weerawila for managing the bungalow**

Accordance with the Employer’s Requirements accompanying this Bid for the Contract Price of Rs. …………….,……………………………………………………………………… …………………………………………………………………………………………[amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us.

We hereby confirm that this Bid complies with the Bid validity required by the bidding document.

Authorized Signature: ……………………………………………………………………………

Name and Title of Signatory: ……………………………………………………………………

Name of Bidder: …………………………………………………………………………………

Address: …………………………………………………………………………………………

# **Form: Bid Security (Bank Guarantee)**

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated …………….. [Date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We ………………………….[name of Agency] having our registered office at …………………………..[address] (hereinafter called “the Bank”) are bound unto ………………………[name of Employer] (hereinafter called “the Employer”) in the sum of Sri Lankan Rupees ……………[The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

1. If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
3. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
4. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
5. does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him/her is due to him/her owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date…………………….. Signature of the Bank………………………

Witness………………….. Seal…………………………….

………………………………………………………………………………………………

[Signature, name, and address]

# 

# 

# **Form: Performance Guarantee (unconditional)**

Number: ……………………………………………….

Date: …………………………………….

Sum Guaranteed: ……………………………………………..

To: ……………………………………………………………………………………… [name and address of Employer] (Herein after called and referred to as “the Employer”)

……………………………………………………………. [address of Employer]

Whereas …………………………………………….[name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. ………………………..[Number] dated …………………..[date] to execute ……………………………………[name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract ;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rupees ……………………………………. [amount of Guarantee] ………………………. [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor…………………………………………….

Name of Bank………………………………………………..

Address……………………………………………

Date…………………………………………

Witness …………………………………..