

INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

Common conditions and Instructions of the procurement for selling food and beverages in the permanent canteen units in the Colombo Fort Railway station and Mobile Canteen Units attached Long Distance Trains, for a period of two (02) years.

- 01.** Bids are called by the Chairman of the Department Procurement Committee (Major) from the public those who having experience to conduct services of food and beverages selling in the Permanent Canteen units in the Colombo Fort Railway Station and Mobile Canteen units inside the Long Distance Trains which are indicated in the schedule -01, which has been annexed herewith, for a period of two years.
- 02.** Bids are accepted till **02.00 p.m. on 20.12.2023** by the Chairman of the Procurement Committee of the Sri Lanka Railways at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10.
- 03.** (a) Bids should be forwarded only in the Application received by forwarding the Receipt, which was obtained by paying non-refundable tender fee of **Rs.10,000.00 (Ten Thousand Rupees)** to the Chief Financial Officer of the Sri Lanka Railways or to the Deputy General Manager (procurement), Olcott Mawatha, Colombo 10.
(b) In addition to that the Bids should be forwarded along with the Original Receipt obtained by paying a sum of **Rs.2,500,000.00 (Two Million Five Hundred Thousand Rupees)** refundable Bid Bond. The Bid Bond can be place either by valid currency in Sri Lanka to the acceptable of Chief Accountant Sri Lanka Railways or by a Bank Guarantee of an approved bank in Sri Lanka. The Bank Guarantee, which is placed in that manner, shall be valid for the 06 months period, which the agreement is operative unconditionally (Appendix "A"). Bidding Documents are issued in two copies.
(c) If a selected applicant, whom was offered the tender, refuses to accept it the aforesaid Bid Bond shall not be refunded.
(d) Both Permanent & Mobile canteen units are evaluated & awarded as a Single Unit based on the total price quoted by the bidders.
- 04. Qualification for the Applicants.**
 - (4.1) Applicants should have an experience of at least five (05) years in respect of providing similar services in a recognized institution or those who can prove similar experience in this filed in Sri Lanka.
 - (4.2) Should have valid document of Business Registration at the opening.
 - (4.3) It should be provided relevant documents sufficient to confirm the Financial Stability.
 - (4.4) Having valid Good, Manufacturing Practices (GMP) process certification from the Sri Lanka Standards Institution. (SLSI)

(4.5) Every Applicant/Institute should Have possessed a Valid Registration Certificate, Issued by the Tourist Board as at the date of Calling tender.

(The documents, which should be forwarded in connection with the aforesaid clauses 4.1, 4.2, 4.3, 4.4 and 4.5 clauses in the section 28)

- 05.** Individual or collective Tender documents shall not be issued to anyone, whose name is indicated in the list of defaulters, who obtained contracts in early occasions for conducting services in the Mobile and Permanent Canteen units in this department.
- 06.** All employees in the Sri Lanka Railways and for their immediate family members are not entitled to submit for this Tender and those who defaulted the conditions of the Tender as well as companies are not entitled to forward application again.

07. Procedure to forward the Bids

(7.1) Bids should be forwarded in duplicate and those two copies should be signed properly and put in two covers and sealed. Those covers should be named as "original" and "Duplicate" clearly. They should be put into one cover and indicated as "Tender Document for Railway permanent Canteen Units and Mobile Canteen units" on the top left and send by registered post receivable to the address of the Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 or make arrangements to place the tender papers into the Special Tender Box, placed in the official room of the Deputy General Manager (Procurement).

(7.2) The details of the Permanent Canteen at Colombo Fort Railway Station and Mobile Canteen units have been indicated in the annexed schedule 01 herein the Estimated Monthly Rent of the Permanent Canteen and Estimated charges without taxes, per running Kilometer of Mobile Canteen units available inside long distance express trains have been indicated in the annexed Schedule - 02 (A & B) herein. The monthly rent, which is expected to pay for the canteens, should be indicated in the relevant Bill of Quantity (Schedule of price is annexed hereto).

(7.3) The selected bidder should provide healthy foods.

08. Bid Validity

Bids shall remain valid for a period of Six (06) months from the date of opening of bids.

09. Pre Bid Meeting

- Pre bid meeting will be arranged 07 days before opening of the convenience of bidders.
- Pre bid meeting will be held on 13.12.2023 at 10.00 a.m. at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10.
- Bidders reserve rights to inspect the Permanent and Mobile canteens before bidding.
- Please contact Deputy General Manager (Procurement) in this regard.

10. Opening of Bids

- (10.1) Bids shall be opened soon after closing bids at 2.00 p.m. on 20.12.2023 at the office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 and either bidder or one of their authorized representatives shall be permitted to be present for that occasion.
- (10.2) At the time of opening, the bids, which were presented by the respective bidders, shall be read over.

11. Performance Security (Security Deposit)

- (11.1) The applicant, whom was accepted by the Procurement Board, should deposit an amount as the Performance Security, which is multiplied by six times as of the total amount of Monthly Contract Amount indicated in the Schedule -02 (A & B). Said Performance Security can be placed either by valid currency in Sri Lanka to the acceptable of Chief Accountant Sri Lanka Railways or by a Bank Guarantee of an approved bank in Sri Lanka. The Bank Guarantee, which is placed in that manner, shall be valid for 2 ½ year period, which the agreement is operative unconditionally (Appendix "B").
- (11.2) This Performance Security should be placed within fourteen (14) days after offering the tender and before the commencement of the restaurant service and if the Performance Security is placed by valid currency in Sri Lanka, it should be deposited with the Chief Financial Officer in the Sri Lanka Railways within fourteen (14) days.

12. The Payments, made by the Contractor**Permanent Canteen Units**

- (12.1) The monthly rent for permanent canteen should be paid to the Railway Chief Financial Officer before the 10th day of relevant month.

Mobile Canteen Units

- (12.2) The monthly running Kilometer amount for according to the quoted rate per running kilometers in the schedule 2 (B), Column 02, (monthly running Kilometers multiplied by bidders quoted rate per running kilometers) for the Mobile canteen should be paid to the Railway Chief Financial Officer before the 10th day of relevant month. If any overpaid amount is found it will be informed to the Renter to deduct and pay following month payment.
- (12.3) In addition to the agreed monthly rent, the taxes imposed on it by the government should be paid with rental.
- (12.4) The Bidder is subjugated to pay a penalty of 2% relevant to the said rent it is failed to pay that arrears of the aforesaid 12.1, 12.2 on the stipulated (date. Monthly Rental X Delayed Period X 2%
- 30**
- (12.5) Payment of rent on the schedule date as of the Agreement is the responsibility of the contractor and when the arrears of the relevant rent are exceeding three (03) months, the business activities shall be terminated by sealing with immediate effect. The General Manager Railways does not carry out any responsible for any damages, losses or any inconveniences face by the Contractor on above situation in any manner.

13. Once the Department decides to open a mobile buffet in a train that was not admitted previously in the Tender or a train, newly added for operation the Lessee is liable to open the buffet in the aforesaid train. The bid price, submitted by the Lessee will be based for the calculation of the charges of the said new train.
14. The contractor should employ only the Sri Lankan Labourers for executing this contract. The approval should be taken from the General Manager Railways by forwarding a prepared list of employees, whom are expected to be employed along with their National Identity Card Numbers as their grades before commencing his services under this contract. But the salaries or any other allowance shall not be paid by this department for the employees whom are employed in that manner.
15. The serving should be done only by the staff approved by the Railway General Manager. Any person, whom was not received prior approval from the Railway General Manager, should not be employed by the contractor for this purpose under this contract.
16. The rental period of the contractor, who has successfully completed the rental period of two years, shall be considered to extend for a period of another one year subject to an increase of 10% charge upon the necessity of the Department (refer Clause 37 of Contract Agreement).
17. Either free railway passes or sponsored tickets shall not be issued to the contractor or his employees. However, only three (03) working persons are allowed to travel in the respective trains free of charge. However, prior approval should be obtained from GMR or GMR's authorized officer for the approved staff and for extra workers.
18. Selected bidder must ensure that the service is maintained at the satisfactory level.
19. It is necessary to provide uniform for their employees according to a design that is determined by the contractor and ensure that they are clean on a satisfactory standard.
20. **Other Payments**
 - (20.1) The contractor is liable to pay assessment or rents, enacted by the Democratic Socialist Republic of Sri Lanka or Local Government Entities from time to time during the period of conducting the restaurant services.
 - (20.2) The contractor is also liable to pay water & electricity bills of the canteen in the Railway station concerned.
 - (20.3) Permenet and Mobile Canteens can be inspected by a PHI in any occasion, and if there's any fee to be paid, such expenses should be incurred by the renter.
21. A price list of foods & beverages should be exhibited in Permanent & Mobile canteens.
22. Although the trains with buffets are decreased due to any reason buffet and the rate charged per a kilometer will not be changed.
23. Insufficient facilities in the Mobile Buffet on the different types of the trains shall not be a cause for a decrease of charges.

24. The General Manager - Railway and the Democratic Socialist Republic of Sri Lanka are not liable for the claims made under the Labour Compensation Ordinance or statutory amendments or up on the said amendments or other methods regarding the Bidders or their employees.
25. The duties and responsibilities, which have to be accomplished under this contract, should not be conveyed, transferred to any other person without obtaining the written approval from the Railway General Manager by the Bidder. The Department Procurement Committee (Major) reserves the right of accepting or refusal when applying the power of attorney to operate the business affairs on behalf of the contractor.
26. It is prohibited to sell any Tobacco products, Liquor and Drugs, advertise them, sponsor and exhibit inside the Permanent and Mobile Restaurants Units.
27. The contract shall be invalidated by the General Manager - Railway without any payment or prior notice to the contractor, if any Tobacco products, Liquor or Drugs are found during the period relevant to the tender.
28. Bids should be forwarded with the original or certified photocopies of the following documents by every bidder.
1. Receipt (Original) obtained by depositing a sum of **Rs. 2,500,000.00** as the **Bid Bond** to the Chief Financial Officer, Sri Lanka Railways or Bank Guarantee.
 2. Certified photocopy of the **valid Business Registration Certificate**.
 3. Certificates about supplying restaurant services for a period of **at least five (05) years**.
 4. Certified copies of the following relevant documents to confirm the financial stability
 - **Audited Financial statements representing all Assets and Liabilities for recent past two years.** (Profit and Loss A/C and Balance Sheet).
 - **Statement of Bank Account for recent past three (03) months.**
 - **Certificate of paying income tax (if relevant).**
 - **Valid Good Manufacturing Practices (GMP) process certification issued by the Sri Lanka Standards Institution. (SLSI)**
 - **Valid Registration Certificate issued by the Tourist Board.**
29. Every bidder should produce the originals of the documents and other document required for evaluation, which are indicated in the aforesaid 28th condition, pursuant to the requirement. The procurement committee reserves the right of refusing the bids at the failure of producing those documents. The Procurement Committee (Major) of the Railway Department reserves the exclusive right of acceptance or refusal of bid and selecting the most suitable bidder according to the aforesaid documents and the bidders are abided to accept its decision as the final decision.
30. When a successful bidder is selected, said bidder should enter into a Legal Contract Agreement with the department.

31. Duration of Agreement, Handing over Restaurant Units and Maintenance.

- (31.1) The contract shall be handed over to the Contractor by the General Manager or his Representative and the Contractor should indicate the present conditions of the equipments, which are installed and available in those units and should indicate the manner of accepting them. All should be listed under the consumable and non consumable goods. If there are any goods damaged or lost under the custody of the Contractor, re-supply or loss should be paid within 30 days after receiving the notice of terminating the contract as determined by the Railway General Manager.
- (31.2) Foods in the buffets should be sold on the control price if it avails a control price & the foods with the marked price should be sold on the marked price.
- (31.3) It should be displayed a board of the Permanent & Mobile buffets with inclusion of the name, address & the telephone number of the lessee who keeps the buffet as well as the telephone number of the department for complaints.
- (31.4) It should be rendered an uninterrupted buffet service as its' main objective is provision a reliable service to the passengers of trains.
- (31.5) It should be bound for an uninterrupted buffet service during the festive season as well as the special occasions & the lessee shall not be allowed to give up the service without the permission of the department. Further, the lessee is liable to provide the minimum requirements relevant to the special occasions as determined by the department.
- (31.6) Railway Department conducts periodical inspections regarding Canteen Units by an officer, appointed by the General Manager Railways or the Deputy General Manager (Commercial) Railways If it proved that the Contractor is solely liable for providing explanation for any misconduct, and shall bind to pay any fine or penalties thereof.
- (31.7) Other than the officer mentioned above, if an officer who represents the Government & who has an authority to conduct an inspection regarding selling food and beverages, finds any misconducts, & impose a fine or penalty fees, the Contractor is liable to pay it.
- (31.8) Having inspected through the Health Department of the Colombo Municipal Council, a confirmation shall be obtained stating whether it is carried out as per the specifications. In addition to that, the Contractor should maintain the restaurant units in good condition and clean. Failure to maintain the Mobile units in satisfactory manner or upon non receipt of relevant certificate for health worthiness from the Colombo Municipal Council, the Railway General Manager shall make arrangements to invalidate the Agreement without any prior notice and confiscate the bail amount.

Further, the lessee is to keep the premises clean and hygienic in terms of the municipal council's standards, contractor should attend to fulfill them with their own expenses. Sri Lanka Railways is not liable to reimburse such expenses.

- (31.9) If, the Contractor determines to do any repair whitewash/painting to renovate any certain part, partition, extend or break the said building with the expenses of the Contractor, the prior permission should be taken from the Railway General Manager. The expenses are not reimbursed by the lessor.
- (31.10) The Contractor should not affix or do any alteration connected to canteens under any circumstance or at any occasion. The Contractor should immediately inform the Railway General Manager regarding any damage caused willfully or without any knowledge to the fixtures and equipments. The General Manager reserves rights to recover the said damage from the Contractor in such occasions after an investigation.
- (31.11) It is prohibited to exhibit any other commercial advertisement or commercial promotion notice inside or outside the restaurant except a name board written in tripartite languages. If it's required to exhibit any commercial advertisement or board with the intention of notifying the consumers, discretion, the prior approval of the Deputy General Manager (Commercial) should be obtained.
- (31.12) Permission is granted under the strict supervision of Deputy General Manager (Commercial) to the Contractor, is selected to operate Permanent Canteens, to utilize two mobile food carts of 4 x 2 feet in size to supply food requirements on platform, to sell food hygienically among train passengers without disturbing.
- (31.13) If foods are sold crashing sales of the Restaurants by other parties except the sales centers operated upon the sponsorship of government inside the Railway Stations (on Platforms), the renter has the right to object to that. Complaints can be made to the Deputy General Manager (Commercial) in that regard.

32. Public Complaints

By maintaining a People's Complaint Book by the Contractor in all Permanent and Mobile Canteens it should be handed over to the public to note down complaints and occasionally a notice should be displayed clearly at that place. That complaint book should be produced at any time when it is asked for reading by Railway Officers appointed by the Railway General Manager.

33. Termination the Contract.

Any agreement, which is entered in the said Tender, can be terminated after informing within one (01) month upon any occasion as mentioned below, by the General Manager Sri Lanka Railways.

1. For the reason of breach of any condition as mentioned herein by the Contractor,

Or

2. Reason of non-availability of quality, healthy and standard food and beverages supplied by the Contractor

Or

1. Any reason considered by the General Manager Railways to be sufficient for terminating the tender.

However, Tender can be terminated after a written acknowledgement to the Railway General Manager within a period less than three (03) months indicating that the Contractor is unable to provide Services under this agreement after a certain date.

34. The services should be operated in the canteen within 21 days after making all payments as per clause 11 by the successful bidder, unless doing it, arrangements may be made to deny the contract by escheating the bail amount.
35. If any dispute or controversy arises between the both parties the General Manager in Railway & the tenderer pertaining to this Procurement should settle it amicably. If it is failed so it should be functioned pursuant to the valid Law of Sri Lanka.
36. This Procurement is subjected to all rules and regulations, which are effective and on forced in by the Democratic Socialist Republic of Sri Lanka.
37. The Procurement Committee of the Sri Lanka Railways (Major) has the right to accept or to refuse tenders.
38. The General Manager Railways or Deputy General Manager (Commercial) reserves the right of amending any tender condition at any occasion on behalf of continuous maintenance as this canteen service is an essential service for the Railway passenger community.
39. The Railway Department Procurement Committee and the Evaluation Committee keep their rights to do any consideration for the goods and services, sold to the consumers.

For more details, please inquire from the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10.

Telephone Numbers: 011-2438078/ 0112436818

General Manager of Railways.

General Manager's Office,
Sri Lanka Railways,
Railway Headquarters,
Olcott Mawatha
Colombo 10.

FORM OF BID

The Chairman,
Department Procurement Committee (Major),
Sri Lanka Railways,
Colombo 10.

**RENTING OUT PERMANENT CANTEEN UNITS IN THE COLOMBO FORT RAILWAY
STATION AND MOBILE CANTEEN UNITS
IN THE LONG DISTANCE TRAINS.**

SRI LANKA RAILWAYS – SRS/F.7814

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to bidders and Terms and Conditions of Contract” pertaining to the above procurement, along with Schedules thereto, do hereby undertake to provide the services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions at the rates offered.

(Please indicate VAT amounts separately together with the registered numbers, if applicable.)

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

	<u>Page Nos.</u>
(a) Covering letter, if any
(b) Bid Bond (as per clause 3.b and 28.1)
(c) Business registration
(d) Certificate of registration with the registrar of contracts (Where applicable)
(e) Registration Certificate issued by the Tourist Board
(f) Certificate of GMP
(g) Official Bidding Document duly perfected (form of Bid)
(h) Schedule of prices (B.O.Q) duly perfected in the format provided in the Bidding document
(i) Documentary evidence in proof of capability and past experience in Providing Similar services
(j) Brochures, Catalogues, etc.
(k) Any other applicable document

3. I/We, understand that you are not bound to accept the bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.

4. My/Our Bank reference is as follows :

.....

5. I declare that one of my/our close relations works /doesn't work in the Department of Railways.

6. Mention his Name, Designation, working place, relationship if he is serving.

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7. I certify that the above particulars are true & accurate.

Date:

National ID Number:

.....
Signature of Bidder

Name of Bidder (Company Name):

.....

Postal Address :

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.....
.....

E-mail Address:.....

Telephone Number:..... Fax:.....

Information Copy - Not for Bidding

SCHEDULE – 01**RENTING OUT PERMANENT CANTEEN UNITS IN COLOMBO FORT RAILWAY STATION AND MOBILE CANTEENS UNITS INSIDE THE LONG DISTANCE TRAINS****Details of Permanent Canteen units in Colombo Fort Railway Station**

- 1st and 2nd class Canteen at Colombo Fort (No. 03 Platform)
- 3rd Class Canteen at Colombo Fort (No. 03 Platform)
- Two Grams Stalls (No. 03 Platform)
- Small Stall at Colombo Fort (2 and 3 Platform)
- Small Stall at Colombo Fort (5 and 6 Platform)
- Small Stall behind the Station (Near the Exit Gate – Max. 100 sq. ft)
- Kitchen and Bakery

Details of Mobile Canteen Units inside the Long Distance Trains.

Train No.	Train Name	From / To	Total Monthly Distance K.m.
1045/1046	Badulla Night Mail	Colombo Fort/Badulla/Colombo Fort	18166
1005/1006	Podi Manike.	Colombo Fort/Badulla/Colombo Fort	18166
1015/1016	Udarata Manike	Colombo Fort/Badulla/Colombo Fort	18166
6079/6080	Meenagaya Intercity Express	Colombo Fort/Batticaloa/Colombo Fort	21700
4089/4090	Jaffna Night Mail	Colombo Fort/Kankasanturai / Colombo Fort	25606
4021/4022	Jaffna Intercity Express (A/C)	Mount Lavinia/Kankasanturai / Mount Lavinia	26536
4077/4078	Yaldevi	Mount Lavinia / Kankasanturai / Mount Lavinia	26536
1019/1020	Kandy Express Train	Colombo Fort/ Kandy / Colombo Fort	7502
1029/1030	Kandy Intercity Express	Colombo Fort/ Kandy / Colombo Fort	7502
1023/1024	Tikiri Manike	Colombo Fort/Nanuoya/ Colombo Fort	13640
1033/1034	Kandy Express Train	Colombo Fort/ Kandy / Colombo Fort	968
		Total K.m	184488

- No provision to supply water in the Chinese coaches mentioned above. Therefore alternative arrangement should be arranged by the contractor.
- Running k.m. could be changed due to Railway line constructions & unavoidable circumstances.
- Trains available mobile canteens mentioned above could be changed as per the requirement of the Department.

SCHEDULE – 02 (A)

PERMANENT CANTEEN UNITS WITH KITCHEN AND BAKERY AT COLOMBO FORT RAILWAY STATION BILL OF QTY – SCHEDULE OF PRICE

Item	Estimated Monthly Rental	Bidders Price	
		Monthly Rent (Amount in Rupees) (Price in figures excluding Taxes)	Monthly Rent (Amount in Rupees) (Price in words excluding Taxes)
01. 1 st and 2 nd class Canteen at Colombo Fort (No.03 Platform)	Rs.3,600,000.00 (3.6 Million)		
02. 3 rd Class Canteen at Colombo Fort (No. 03 Platform)		Rs:-	Rupees:-
03. Two Gram Stalls (No. 03 Platform)	
04. Small Stall (2 and 3 Platform)	
05. Small Stall (5 and 6 Platform)			
06. Small stall behind the Station (Near the Exit Gate)			
07. Kitchen and Bakery			

(Both Permanent and Mobile Canteen Units are evaluated and awarded as a single unit)

*The taxes, which are charged by the Government are added for aforesaid prices forwarded herein.

Bidder's Full Name:

Bidder's Signature: National Identity Card No. :

Address:.....

Telephone No: Fax:

E-mail: Date:

SCHEDULE – 02 (B)

MOBILE CANTEN UNITS INSIDE THE LONG DISTANCE TRAINS

BILL OF QTY – SCHEDULE OF PRICE

Train No.	Total Monthly Distance K.m.	Estimated Rental per running K.m. (Rs.)	Bidders Price	
			Price per running k.m.(Rs.) (Price in figures excluding Taxes)	Price per running k.m.(Rs.) (Price in words excluding Taxes)
1045/1046	18166	10.00		
1005/1006	18166			
1015/1016	18166			
6079/6080	21700			
4089/4090	25606			
4021/4022	26536			
4077/4078	26536			
1019/1020	7502			
1029/1030	7502			
1023/1024	13640			
1033/1034	968			

(Both Permanent and Mobile Canteen Units are evaluated and awarded as a single unit)

The taxes, which are charged by the Government are added for aforesaid prices forwarded herein.

Bidder's Full Name:

.....

Address:.....

.....

.....

National Identity Card No. :

Telephone No:

Email:

Fax :

Date:

Bidder's Signature:

CONTRACT AGREEMENT

RENTING OUT PERMANENT CANTEEN UNITS IN THE COLOMBO FORT RAILWAY STATION AND MOBILE CANTEEN UNITS IN THE LONG DISTANCE TRAINS

CONTRACT NO. SRS/F.7814

At Colombo on this day of Month ofin the year

This is the Agreement made and entered between I, The Railway General Manager (hereinafter sometimes referred to as the Railway General Manager including acting in that position in the particular time belong to that text or executing duties in that position or executing powers or those who implementing powers or successors, who are appointed in that position after his term) acting on behalf of the Democratic Socialist Republic of Sri Lanka, hereinafter sometimes referred and called as the Lessor at the address of Sri Lanka Railways, Railway Headquarters, Colombo 10, in the Democratic Socialist Republic of Sri Lanka, on to one Party and, residing at (hereinafter referred as the Renter and including his heirs, Executors, Administrators and Authorized Assignees mean in that text and included wherever required) on to the other Party.

The aforesaid Party of Lessor is the proprietor of the scheduled goods and the owner of scheduled goods and the property described in the 01st and 02nd pages and in the First Schedule situated in the Colombo Fort Railway Station in Colombo District and in the Western Province and since the Railway Headquarters Procurement Board has accepted the Tender document dated Day of, presented by aforesaid Renter and having applied as per the conditions mentioned therein for a monthly rent of Rupees (Rs.) and including its relevant VAT amount for the permanent restaurant unit described on the 01st page in the said First Schedule, and applied for a sum of Rupees (Rs.) including its relevant VAT. The Railway General Manager has decided to rent out for a period from Day of in the year till Day of in the year

The conditions which were made between the two parties are,

01. The renter has to make arrangements to deposit with the Railway Department as the security deposit as equal amount of six (06) times of monthly rental for the Permanent Restaurant and Mobile Canteen Units for the aforesaid rental period.
02. To pay the Railway Chief Financial Officer by a cash or Bank Security Bond as an amount equaling to six months' rent as a deposit and first month rental amount and its VAT at the time of entering into this Agreement by the Renter, to return the said deposit amount unless any damages caused to the demised property during the rental period, to pay back balance if there is any balance to deduct by cash if there is any for the taxes, property damage, arrears rentals, arrears electricity charges, arrears water bills and having the right to take the (goods) and materials, which remain in the railway premises into the custody of the Railway General Manager, if there is not sufficient fund chargeable from the deposit in that way, power is vested herewith to the Railway General Manager to recover the relevant loss, arrears or claim by selling the goods which was taken into the custody in that way through a public auction, on the court orders.

03. (a) To produce the receipts to the Deputy General Manager (Commercial) by paying to the Chief Financial Officer in the Railway Headquarters, the relevant rentals, electricity bills, water bills on or before the day of each month from the month of and to be valid the first monthly rental paid by the Renter for the date ends on month..... on ,
- (b) The Renter is abided to pay the assessment taxes or rental fees, imposed from time to time by the Democratic Socialist Republic of Sri Lanka and Local Governments and Provincial Councils within the period, of keeping the buffet service.
04. If it's failed to pay the said rentals on the due date of the relevant month by the Renter, a demurrage of 2% (monthly rental/30 * Delayed Period* 2%) out of the daily charge relevant to the monthly rental for a default should be paid except the arrears of the rental, Monthly bills are not submitted for the other canteens and it is the responsibility of the Renter to pay the rentals on the scheduled date, If it is failed to pay the relevant rent, the canteens shall be sealed without prior notice.
05. The Renter agrees to use the said property in good condition and without damages & not to transfer to the others, sublet, mortgage and alienate in any other manner,
06. If any alterations are required the Permanent and Mobile canteens, it should be received the prior approval from the Lessor and at the end of the rental period those should be removed without damaging to the structure of the building and in addition to that, any installation should not be done on the railway platform without the approval of the Railway General Manager,
07. General Manager or his representative has the right to enter into the said Permanent and Mobile canteen to inspect whether they are in good order and if any damage has been caused to that Permanent canteen or scheduled goods with the fault or negligence of the Renter, the General Manager Railways or his representative has the power to notify to repair them and order to recover the loss as determined by the Lessor.
08. (a) The Renter should not besmear by dropping litters or garbage's and any others around the restaurant, on the railway platform, railway tracks the Renter has to prepare a prompt method to dispose all kind of garbage and materials in the restaurants and the Renter has to maintain the building and its premises, surroundings of the restaurant units clean and good condition and the Railway General Manager has the authority to invalidate the agreement without any prior acknowledgement due to failure to keep the permanent and mobile canteens in a satisfactory manner,
- (b) Confirmations shall be obtained to make sure whether it is conducted as per the given guidelines of the Health Department of the Colombo Municipal Council once in six months. In addition to that the Renter should maintain the buildings, their premises, surroundings of the restaurant units in good condition. Upon the non-receipt of the relevant certificate of hygiene from the Colombo Municipal Council due to inability to keep the permanent and mobile canteen units in satisfactory manner, the Railway General Manager shall make arrangements to execute the invalidation of the agreement without prior notification and to escheat the relevant bail,

09. The Renter should employ only the Sri Lankans for the service in the restaurant and obtain an approval from the Railway General Manager by presenting their name list, but the Lessor is not responsible for salaries, wages, other allowances or other responsibilities or bond for the employees.
10. Having produced to the Railway General Manager by the Renter, only the staff, approved by the Railway General Manager, should be employed and not to employ any person for this purpose by the Renter, without the prior approval of the General Manager of the Railway Department under this contract,
11. The Renter is responsible to make arrangements with his own expenses to provide the employees of the Renter with Identity Cards with photographs or identification symbols after getting approval by producing them to the Railway General Manager and the employees should wear the their identities or identification symbols in a way of exhibiting at any occasion whereas they are engaged in duties and the Renter should be responsible to produce them when requested for inspecting by any railway officer, whom has been given authority by the Railway General Manager, they should be produced by them,
12. The Renter should be responsible to supply uniforms for his employees as per the design approved by the General Manager in the Railway Department, & to de ploy employees with the uniforms to renter a satisfactory service.
13. When the Renter or his employees enter or remain in the premises for affairs in the restaurant or any other affair, they should not be under the influence of liquor or drugs or not using any cigarettes and it is prohibited to sell liquors, cigarettes or drugs in these canteen or to exhibit any sponsored notices or commercial advertisements about them. If any such item is found available in these restaurants, Railway General Manager has the authority to terminate the agreement without making any payment or giving any prior notice to the Renter.
14. It should be maintained a public Complaint Book by the Contractor in all Permanent Canteen, and to handed over to the public to note down complaints and occasionally a notice should be exhibited clearly at that place for the public acknowledgment. That complaint book should be produced at any time when it is asked by Railway Officers, appointed by the Railway General Manager.
15. It should be displayed a price list with the price of sale of all the foods & beverages of the permanent & mobile buffets.
 - (a) With the strictly supervision of the Deputy General Manager (Commercial) of Sri Lanka Railways Permission shall be granted to the contractor, selected to keep Permanent/Mobile Canteens with using two mobile food carts of 4x2 feet in size for supply of food requirements of the passengers on the platform without making disturbances.
 - (b) The Renter has the right to object on a party, sells the same food & beverages on the same platform & to Complaint to the Deputy General Manager (Commercial)
 - (c) If similar kind of food and beverages are sold by any other party inside the train, the renter has right to object for that. Such complaints can be made to the Deputy General Manager (Commercial) of Sri Lanka Railways.
16. The fees for obtaining licenses, water and electricity charges, required to keep the business, should be paid by the Renter and they should be paid directly to

the Water Board or Electricity Board, in areas where the restaurant situated, & the electrical meters have to be got fixed by the Renter by himself and abided by the relevant laws imposed by the those institutions accordingly and if there is any payment to be made under that circumstances, all those payment should be paid by the Renter and notwithstanding such payments are made, when the Railway Department supplies water and electricity, such stipulated charges or any alteration expenses should be paid to the Chief financial officer on the due date, in addition to the monthly rent.

17. It is prohibited to sell liquor, cigarettes or drugs and to exhibit the sponsored advertisements in the restaurant and if any such item was found inside these restaurant, the Railway General Manager has the authority to invalidate the agreement without prior notice and without making any payment to the Renter.
18. It should be displayed a price list with the price of sale of all the foods & beverages of the permanent & mobile buffets.
19. If it is currently operated less number of trains with buffets, the lessee should keep the mobile buffets in the existing trains & the charge per a kilometer is not variated.
20. Insufficient facilities in the mobile buffet on the different types of the trains shall not be a cause for a decrease of charges.
21. Foods in the buffets should be sold on the control price if it avails a control price & the foods with the marked price should be sold on the marked price.
22. It should be displayed a board of the permanent & mobile buffets with inclusion of the name, address & the telephone number of the lessee who keeps the buffet as well as the telephone number of the department for complaints.
23. It should be rendered an uninterrupted buffet service as its' main objective is provision a reliable service to the passengers of trains.
24. The lessee is liable to keep the buffet in either of the trains once the Railway Department decides to open the buffet in a newly added train or a currently operated train and the bid price, submitted through the tender by the lessee will be relevant for the calculation of the charges of the new train.
25. It should be bound for an uninterrupted buffet service during the festive season as well as the special occasions & the lessee shall not be allowed to give up the service without the permission of the department. Further, the lessee is liable to provide the minimum requirements relevant to the special occasions as determined by the department.
26. It will be inspected the permanent or mobile buffets at any instant by a public Health Inspector & the lessee should bear any expense if it is to be incurred with regard of it.
27. The Renter should keep the Permanent and Mobile canteen without cause any disturb or Blockade to the performances of railway station, operating in the train, duties of a its staff and the passengers,

28. Railway General Manager is not abided for any compensation for the Renter, his staff in the canteens or any other damages or risk owing to any riot, floods, fire, or any other accidents.
29. The Renter should not for any reason keep or store any explosives, flammable materials, and hazardous materials in the permanent and mobile restaurants permanently or temporarily. If any fire or explosion caused due to the fault of the Renter, the Renter should pay compensations for all those damages.
30. The vacant position of the restaurant can be handed over to the General Manager on his sole discretion after a prior acknowledgement of three months and when the restaurant is closed within a period less than three months, the Renter should pay the rent for the balance period,
31. The Renter is bound to return the Departmental inventory in the restaurant and other fixtures properly when the Railway General Manager sends a prior notice of one month.
32. The Renter has no any right to apply for reduction of rentals and the stipulated charges by the Railway General Manager owing to cancellation of train services, reducing railway services or any change in railway services during the effectiveness of this agreement and however at such an occasion, having appointed a committee consisted with Chief Railway Financial Officer, Deputy General Manager (Commercial), Deputy General Manager (Operational) of Sri Lanka Railways, or their representatives, a decision can be taken to consider the requests.
33. The vacant position of the canteen should be returned on the expiration, of the agreement and if it is failure due to any reason, the Renter is bound to pay a surcharge of 20% and the rentals until the end of the legal process and until the date of expiration of the rental period.
34. It is not allowed for any Commercial advertisements or announcements of renter or other external institutions should not be advertised inside the permanent and mobile restaurants including the premises or external to it by the Renter and it is prohibited to exhibit any board or stickers, which are promoted several goods and the goods for sale can be introduced only on the price list.
If it is required to exhibit any commercial advertisement or board with intention of notifying the consumer discretion the prior approval of the Railway General Manager, should be obtained.
35. This Agreement is subjugated to all rules and regulations, effective and force in the Democratic Socialist Republic of Sri Lanka,
36. These promissory documents include to withdraw peacefully & handing over to the Lessor without doing any damages to the properties by the Renter at the expiration of the rental period.
37. (a) If the Renter agrees to extend the rental agreement for a period of further one year at the expiration of the aforesaid rental period, the Renter should make a written request to the Railway General Manager prior to 3 months of expiring the period of the rental agreement. The period of the rental period shall be extended for further one year unless the conditions of the rental agreement are violated and relevant rentals have been paid fully for the rental period mentioned in the rental agreement without keeping any rental arrears for the Lessor only.

(b) If the Renter remains in the demised premises without proper permission obtained as described above or if the canteen is utilized for another purpose by the Renter, having considered him as a person who remains by force, The Railway General Manager has the authority to take legal action against him.

(c) Unless considered the Renter as per the section (a) above, all movable and immovable properties possessed by the Renter inside the canteen, should be removed from the premises within 48 hours.

(d) When executing as per the above (a) the rental shall be the value by adding 10% to the existing rental & accordingly the deposited amount shall be changed.

(Above 37(a) to (d) are subjected to the final decision of the General Manager Sri Lanka Railways)

38.(a) If the General Manager Railway decides that any one or more terms, conditions and performance, stipulated in this agreement, have been violated by the Renter's Party, then Renter should give remedies relevant for them within the period as the General Manager Railway determines.

(b) If the Renter fails to act according to the Section (a) above, the Railway General Manager has the authority to close down the restaurant without prior notice, to take the custody of all goods, food and beverages, etc inside the restaurant which belongs to Renter, if any loss occurred to take necessary actions in a suitable way pertaining to the said goods and recover the loss and to escheat the security bond or part of it and to take further legal actions.

(c) The General Manager Railway is not liable for compensation in any manner about the damages causing to the any goods including the food and beverages inside the canteen, when closing down the canteen by executing his powers as the General Manager Railway.

39. If any dispute or any controversy arises pertaining to this agreement between the General Manager Railway and the Renter, the decision of the Railway General Manager or the Deputy General Manager (Commercial) shall be the final.

40. All lawyer fees and other charges pertaining to this agreement, have to be spent by the relevant parties.

41. If any notice to be served by The Lessor/The Renter, those notices can be posted to the addresses mentioned in this address by registered post. Both parties accept that in addition to the above, an authorized representative can serve by hand and when the signature of the receiver is obtained, it is a sufficient evidence of the receipt. It can be acknowledged through telephone, telegrams, faxes and email as well.

42. Since the continuity of canteen service is an essential for the railway passengers the Railway General Manager and the Deputy General Manager (Commercial) have right of amend any condition at any occasion.

And in order to fulfill the aforesaid conditions, aforesaid both parties of the Lessor Party and the Renter Party and heirs, executors, administrators, attorneys and receivers are abided with their respective parties further.

On behalf of the Democratic Socialist Republic of Sri Lanka
General Manager of Sri Lanka Railways Department
Colombo 10

Lessor (Signature)

Full Name:
.....

Address:
.....

01. Name of Witness:
.....
Signature:

N.I.C. Number:

Address:
.....
.....

02. Name of Witness:
.....
Signature:

N.I.C. Number:

Address:
.....
.....

Renter (Signature).....

Full Name:
.....

Address:
.....

01. Name of Witness:
.....
Signature:

N.I.C. Number:

Address:
.....
.....

01. Name of Witness:
.....
Signature:

N.I.C. Number:

Address:
.....
.....

- (This is a specimen of the contract agreement subject to amendment)

INVITATION FOR BIDS
SRI LANKA RAILWAYS
CONTRACT NO. SRS/F.7814

**Renting out Permanent Canteen Units at Colombo Fort Railway Station
and Mobile Canteen Units in the Long Distance Trains
for a period of 02 years**

Sealed bids are invited by the Chairman Department Procurement Committee (Major) from the public; those who are having successful experience in the field of restaurant service, at least five years, to conduct service of selling foods and beverages in the Canteen Units at Colombo Fort Railway Station and Mobile Canteen Units inside the Long Distance Trains.

Both Permanent and Mobile Canteen units are evaluated and awarded as a single unit.

Permanent Canteen Units with Kitchen and Bakery

- 1st and 2nd Class Canteen at Colombo Fort (No. 03 Platform)
- 3rd Class Canteen at Colombo Fort (No. 03 Platform)
- Two Gram Stalls (No. 03 Platform)
- Small Stall (2 and 3 Platform)
- Small Stall (5 and 6 Platform)
- Small Stall behind the Station (Near the Exit Gate – 100 sq. ft.)
- Kitchen & Bakery

Mobile Canteen Units

Long Distance Round (Up and Down) Trains Trip

- | | |
|---|--|
| • 1045/1046 Badulla Night Mail. | • 4077/4078 Yaldevi |
| • 1005/1006 Podi Manike. | • 4089/4090 Jaffna Night Mail. |
| • 1015/1016 Udarata Manike | • 4021/4022 Jaffna Intercity Express (A/C) |
| • 6079/6080 Meenagaya Intercity Express | • 1019/1020 Kandy Express Train |
| • 1023/1024 Tikiri Manike | • 1029/1030 Kandy Intercity Express (A/C) |
| | • 1033/1034 Kandy Express Train |

Bids should be submitted only on the bid forms obtainable from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 up to **3.00 p.m. On 19.12.2023** on payment of non-refundable **Rs.10,000.00 (Ten Thousand Rupees)** as document fee.

Bids will be closed at **2.00 p.m. on 20.12.2023** and opened immediately after closing time of the bids at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10.

Bids should be forwarded either by registered post receivable to the address of The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 or make and arrangement to place the bidding document into the Special Tender Box placed in the official room of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 before closing of the bid.

Pre bid meeting will be held on 13.12.2023 at 10.00 a.m. at the Office of the Deputy General Manager Procurement, Olcott Mawatha, Colombo 10.

Bidders are allowed to inspect the canteens before submit the bids. Please contact Deputy General Manager (Commercial) over the telephone numbers given below, in this regard.

Telephone No: 011-4600944

Bidding documents should be forwarded along with the original receipt obtained by paying a sum of **Rs.2,500,000.00 (Two Million Five Hundred Thousand Rupees) refundable Bid Bond**. The Bid Bond can be placed either by valid currency in Sri Lanka to the acceptable of Chief Accountant Sri Lanka Railways or by a Bank Guarantee of an approved bank in Sri Lanka. The Bank Guarantee, which is placed in that manner, shall be valid for the 06 months period, which the agreement is operative unconditionally.

Employees of the Sri Lanka Railways and their immediate relative members are not eligible to participate this tender.

The procurement committee reserves rights for the final decision.

Further information could be obtained either from Deputy General Manager (Procurement) or Deputy General Manager (Commercial) Sri Lanka Railways.

Contact Nos: 011-2438078 / 011-2436818 / 011-4600944

Fax: 011-2432044

The Chairman,
Department Procurement Committee (Major),
Sri Lanka Railways.