



**MINISTRY OF FOREIGN AFFAIRS**

**INVITATION FOR BIDS**

**Renting office space for the Ministry of Foreign Affairs**

**Regional Consular Office – Matara**

**Contract No: FA/AD/proc/Rent R.Con.Matara**

**9<sup>th</sup> Floor, Ceylinco Building Colombo 01**

## **Invitation for Bidders**

The Ministry of Foreign Affairs intends to lease a building in **Matara to establish Regional Consular Office** with the view to facilitate the general public in decentralising the consular services currently provided centrally from Colombo.

The duration of the lease will be for a period of 03 years, renewable thereafter on the terms and conditions agreeable to both parties.

The Ministry of Foreign Affairs will not be responsible for any cost or expenses incurred by bidders in connection with the preparation or delivery of bids.

Bids should be **sent by registered post in sealed covers addressed to the Director General (Admin), Ministry of Foreign Affairs, 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01** or placed in the **Tender Box kept in the office of the Deputy Director (Admin), Ministry of Foreign Affairs, 9<sup>th</sup> floor Ceylinco Building, Colombo 01.**

Bids received will be opened immediately after the closing of the bids at the **General Administration Division, 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01.** Bidders or their authorized representatives are allowed to be present at the time of opening of bids.

For further details please call on phone numbers: 011-24845739/0115921152, during office hours.

- ✓ Terms and Conditions – Annex - 1
- ✓ Data Sheet – Annex – 2

Director General (Administration)

Ministry of Foreign Affairs

9<sup>th</sup> Floor, Ceylinco Building

Colombo 01.

Date : 2024.10.23

## **SECTION A**

### **INSTRUCTIONS TO BIDDERS**

#### **1. GENERAL INSTRUCTIONS**

##### **1.1 SCOPE**

The Director General (Administration), Ministry of Foreign Affairs, 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01 or his/her authorized agent (hereinafter referred to as MFA) wishes to receive separate Bids for the rental of a building in Matara.

All Bids should be completed and returned to the Ministry in accordance with these "Instructions to Bidders".

##### **1.2 ELIGIBILITY OF BIDDERS**

Bidders should prove themselves to be the owner of the building and overall premises and should be duly authorized to enter into a lease agreement with a third party. Bidders should submit evidence of their ownership of the premises and in addition, provide the layout of the premises indicating the useable space

##### **1.3 COST OF BIDDING**

The successful Bidder shall bear all costs associated with the preparation and delivery of the Bid, and the purchaser shall in no case be responsible or liable for such costs.

#### **2. FORMAL PROCEDURE**

- 2.1 The Bidder can quote for the proposed Lease Agreement and the Bid must contain the name and address of the owner and be signed and sealed by the Bidder.

#### **3. THE BIDDING DOCUMENTS**

- 3.1 The bid document is freely available and downloadable at the Ministry website ([www.mfa.gov.lk](http://www.mfa.gov.lk))
- 3.2 **CONTENTS OF THE BIDDING DOCUMENTS:** The facilities required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the invitation to Bid, the bidding documents include:

- i. Terms and Conditions
- ii. Bid Form

The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding document or submission of a bid not substantially responsive to the Bidding Documents in every respect on the date and time of closing bids will result in the rejection of the bid.

- 3.3 AMENDMENT OF BIDDING DOCUMENTS: At any time prior to the deadline for submission of bids, the Procumbent Entity (PE) may decide to modify or clarify any part of the Bid Document.

Information pertaining to such modifications will be issued in the form of an Addendum and will become part of the bid. Copies of the Addendum will be sent by registered post to all those who have obtained the Bid Documents and will be binding on them. The bidder shall enclose the signed Addendum along with the bid.

- 3.4 REQUESTS FOR CLARIFICATIONS: Any prospective bidder requiring any clarifications or further requirements of the Bidding Documents may notify the PE in writing at the mailing address indicated in the Invitation for Bids. The PE will respond in writing to any request for clarification or for information of the Bidding Documents, which it revives no later than fourteen (14) days prior to the deadline for submission of Bids prescribed by the DG (Admin)

The DG (Admin) response in writing, including an explanation of the query, will be sent to all prospective bidders who have obtained Bidding Documents, Oral Clarification, instructions, or modifications, will not be binding on the DG (Admin)

- 3.5 LANGUAGE OF BID: The bid prepared by the bidder and all correspondence and documents to the bid exchanged by the bidder and the DG (Admin.) shall be written in the English language.

- 3.6 CONSIDERATION OF BID: No tender will be considered unless all conditions stipulated in the contract have been strictly accepted in writing, by signing, at the end of the conditions of the contract document.

#### **4. PREPARATION OF BIDS**

- 4.1 DOCUMENTS COMPRISING THE BID: The Bid prepared by the Bidder shall comprise the following components;

- a) Bid Form duly completed and signed;
  - b) Documentary evidence to establish, in accordance with Section 1.2 that the bidder is eligible to bid;
  - c) Proof of ownership
- 4.2 BID FORM: The Bidder shall complete the original and one copy of the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents.
- 4.3 CORRECTIONS AND ALTERATION BIDS: Erroneous figures must be stuck off by a single line and the correct figure must be written clearly and initialled. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink or correction fluid should not be used for corrections.

## 5. SUBMISSION OF BIDS

- 5.1 SEALING, MARKING AND SUBMISSION OF BIDS: The bidder shall seal separately the original and copy in two envelopes and mark them as "ORIGINAL" and "COPY". They should bear the words "Leasing premises to the Ministry of Foreign Affairs".

These two should then be sealed in an outer envelope bearing the words "Leasing premises to the Ministry of Foreign Affairs" on the left hand corner and should be addressed to:

**Director General (Admin), Ministry of Foreign Affairs, 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01**

## 6. DEADLINE FOR SUBMISSION OF BIDS

Bid must be received on or before 2.00 PM on **11-11-2024**. A sealed Tender Box will be available at the office of the General Administration Division, Ministry of Foreign Affairs; 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01 for placing such bids.

## 7. LATE BIDS

Any bid received after the deadline prescribed for submission of bids will be declared "LATE BIDS".

## **8. MODIFICATION AND WITHDRAWAL OF BIDS**

The bidder may modify or withdraw his bid after the submission of the bid provided that written notice of the modification or withdrawal is received by DG (Admin.) prior to the deadline prescribed for the submission of bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, mark and dispatched in accordance with the provisions of clause. A withdrawal notice may also be sent by fax but must be received by the DG (Admin.) prior to the deadline prescribed for the submission of the bids. Such withdrawal notice must be followed by signed confirmation copy. Bids so withdrawn will be return unopened.

No Bid shall be modified subsequent to the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between opening of the Bids and expiration of the period of validity on the Bid Form.

## **9. OPENING OF THE BIDS**

Secretary, Ministry of Foreign Affairs or his/her representatives will open bids, in the presence of bidders or their authorized representatives, immediately after the closing of bids at the following address:

General Administration Division  
Ministry of Foreign Affairs  
9<sup>th</sup> floor, Ceylinco Building  
Colombo 01

The bidders or their authorized representatives who are present shall sign a register evidencing their attendance.

The bidder's name, price quoted in the bid form, presence or absence of Bid Security and other details the DG (Admin.) may consider appropriate will be announced and recorded at the time of opening of the bids.

## **10. CLASSIFICATION OF BIDS**

To assist in the examination, evaluation, and comparison of bids, the DG (Admin.) may, at the DG's (Admin.) discretion, request any Bidder for clarification of the Bidder's Bid and other information that the DG (Admin.) may require.

The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of any arithmetical errors discovered by the DG (Admin.) in the evaluation of the bids.

## **11. PRELIMINARY EXAMINATION**

The Technical Evaluation Committee (TEC) will examine the bids to determine whether they are complete in every respect pertaining to the requirements of the bid. These include the submission of documentary evidence where necessary, whether any computational errors have been duly signed, and whether the Bids are generally in order. If there is a discrepancy between the amount in words and figures, the amount in words shall prevail.

## **12. REJECTION OF OFFERS**

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity. A substantially responsive bid is one, which conforms to all terms and conditions of the bidding procedure without significant deviation as determined by the Technical Evaluation Committee.

Bids will be rejected if they:

- I. Fail to conform to tender procedure outlined herein;
- II. Fall short of requirement of DG (Admin.);
- III. Contain errors and / or omissions;
- IV. Contain any part that is illegible;
- V. Contain unacceptable conditions stipulated by the bidder;

## **13. EVALUATION AND COMPARISON OF BIDS**

The evaluation of the bid will be done taking into account of the following:

- Before evaluation DG (Admin.) will determine whether bid is signed properly.
- Substantially responsive bidder will be determined considering the facilities offered and other condition mentioned previously.

#### **14. CONTACTING THE PURCHASER**

Subject to Clause 10, no bidder shall contact the DG (Admin.) on any matter relating to his bid from the time of bid opening to the time the Contract is awarded.

Any effort by the bidder to influence the DG (Admin.) on matter in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the bidder's bid.

#### **15. DG's (Admin.) RIGHTS**

The PE reserves the right to accept any bid or reject any bid, to waive any informality, minor deviation or omission, and to annul bidding process and reject all or any bid at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidder or bidders of the grounds for the PE action.

#### **16. AWARD OF CONTRACT**

The contract will be awarded to the successful bidder, whose bid has been determined to be the most responsive bid, meeting the standard and capabilities in the stated requirements.

#### **17. NOTIFICATION OF AWARD**

The DG (Admin.) will notify the successful Bidder in writing by registered letter to the bidder's address given in the bid documents or to any other address notified, that his bid has been accepted.

The notification of award will constitute the information of Contract until a formal contract is signed by both parties.

On the receipt of notification of award and before the signing of contract, the successful bidder shall initiate the preparation.

#### **18. CONTRACT AND SURETY**

18.1 The successful bidder will be required to execute a formal Contract incorporating all agreements between the parties

The Contract will be entered into with the least possible delay after the notification of award (letter of intent

18.2 At any time up to the signing formal Contract, the DG (Admin.) reserves the right to vary the requirements after necessary negotiations and amendment to the total bid price.



18.3 The successful bidder shall complete delivery make the premises available within three (3) days of signing the agreement and will be required to pay to the Ministry, damages for any delay in delivery.

## **19. AUTHORITY TO SIGN THE AGREEMENT**

The contract shall be entered into between the successful bidder and the Secretary, Ministry of Foreign Affairs. The designation "Secretary" shall mean and include the officer for the time being holding such office and his successors in office for the time being of the Ministry of Foreign Affairs. The successful tender applicant must produce at his expense, stamps to be affixed to the contract in payment of a stamp duty (if applicable)

## **20. CONTRACT PERIOD**

The contract is awarded for a period of three years from the date of commencement, unless renewed in writing with the agreement of both parties. The effective date shall be decided at the time of signing the contract by both parties but shall not be more than seven (07) days beyond the date of finalization of the contract.



## Terms and Conditions

1. The office space required by the Ministry of Foreign Affairs should be **1000 square feet**.
2. Office space will be partitioned into counters, working areas, pantry / dining area for staff etc.
3. The office space should be available approximately within **1km radius of Matara town**.
4. The access to the public transport from the premises should be available in close proximity (Approximately below 500m).
5. Parking space at least for **Two vehicles (Ex. Car)** should be available.
6. The electricity should be available from the **national grid** and preferable if standby generator is available.
7. The premises should have been **fully air conditioned** either by centrally operated machines or individual machines.
8. **Pipe borne water** should be available to the building and preferable if underground water sump is available.
9. Separate toilet facilities for ladies and gentlemen should be available for clients, alongside dedicated facilities for officers.
10. A lift is preferable in case of the space is given in upstairs of a building (access to people with special needs).
11. The surrounding environment of the building is preferable if there are other **banks, government offices** etc. of similar nature.
12. Bidders may submit bids separately for the office spaces required in Matara.
13. No additional charges are required for the collection of bid documents which are freely available in the Ministry website ([www.mfa.gov.lk](http://www.mfa.gov.lk))
14. The bidder shall seal separately the original and copy in two envelopes and mark them as "ORIGINAL" and "COPY". They should bear the words "**Office space for the Ministry of Foreign Affairs – Regional Consular office - Matara**". These two should be sealed in an outer envelope bearing the words "**Office space for the Ministry of Foreign Affairs – Regional Consular office - Matara**" on the left hand corner and should be addressed to Director General, General Administration Division, Ministry of Foreign Affairs, 9<sup>th</sup> Floor, Ceylinco House, Colombo 01 and registered post or deposited in the tender box placed in the Administration Division, Ministry of Foreign Affairs, 9<sup>th</sup> Floor, Ceylinco Building, Colombo 01 on or before 2.00pm, 2024.11.11.



Data sheet

1. Full Name of the bidder:-.....
2. I.D. Card No. of the bidder (If an individual) :-.....
3. Address of the bidder:-.....
4. Contact No./Nos. of the bidder:-.....
5. Address of the location:-.....
6. Total floor area in square feet:-.....
7. Price per square foot in figures (LKR) :-.....
8. Price per square foot in words (LKR) :-.....
9. Proposed Monthly Rental (LKR): -.....
10. Proximity to public transport (Specify the distance to bus and train) :-.....
11. Availability of parking (Number of cars):-.....
12. Nature of the space (Eg:- Single unit building, Floors or wings of storey building) :-.....
13. Availability of lift (Yes/No):-.....
  - a. Access to people with special needs (Yes / No) :-.....
14. Availability of electricity and standby generator (Please specify):-.....
15. Air conditioner type (Central or individual):-.....
16. Availability of water supply (Please specify the source) :-.....
17. Numbers of toilets available:-.....
18. Availability of banks, government offices etc. of similar nature:-.....
19. Document to be submitted
  - a. Title Report or Copy of the property deed
  - b. Plan of the building or Sketch or diagram
  - c. Copy of the municipal assessment tax (Varipanam)
  - d. Electricity bill or water bill to confirm the ownership

