



**COLOMBO LOTUS TOWER MANAGEMENT COMPANY
PRIVATE LIMITED**

Bidding Document

For

**Selection of a Restaurant Operator to lease, manage, market, and
operate South Asia's Tallest Revolving Restaurant at the Colombo
Lotus Tower**

Bid Reference No. CLT/PRO/TEN/NCB/RFP/26/02

Issued by:

COLOMBO LOTUS TOWER MANAGEMENT COMPANY PRIVATE LIMITED
No 320, D R Wijewardena Mawatha,
Colombo 10
Sri Lanka.

ISSUED DATE –-.....-2026

ISSUED TO -

VOLUME - I

INVITATION FOR BID

SELECTION OF A RESTAURANT OPERATOR TO LEASE, MANAGE, MARKET, AND OPERATE SOUTH ASIA'S TALLEST REVOLVING RESTAURANT AT THE COLOMBO LOTUS TOWER

BID NO: CLT/PRO/TEN/NCB/RFP/26/02

The Chairman, Revenue Procurement Committee, on behalf of the Colombo Lotus Tower Management Company Private Limited (CLTMC), now invites sealed bids from eligible, suitably qualified and experienced restaurant operators to lease, manage, market, and operate the revolving restaurant at the Colombo Lotus Tower Building and associated support spaces under a long-term commercial lease arrangement as outlined below:

1. The Scope of the Services:

The selected operator shall be responsible for delivering a luxury dining concept that enhances the brand value, visitor experience, and commercial performance of Colombo Lotus Tower, while safeguarding the reputation, operational integrity, safety, and commercial interests of CLTMC at all times. (Further details of the scope of the services are included in the Bidding Documents)

2. The period of the Service is five (05) years.

The bidding will be conducted following the National Competitive Bidding method outlined in the Procurement Guidelines-2024 for Goods, Works and Non-Consultancy Services issued by the National Procurement Commission, Sri Lanka.

3. Qualification requirements include:

- The Bidder shall have a minimum of five (05) years of continuous experience in operating at least one luxury restaurant with minimum 200 seating capacity within a five-star level hotel category during the last ten (10) years. (The Bidder shall have a valid certificate issued by **the Sri Lanka Tourism Development Authority (SLTDA)** confirming the star class classification).
- The minimum average annual turnover of similar services performed during the last three years (2022/2023, 2023/2024, 2024/2025) shall be LKR 750 million.
- Availability of competent management, culinary, operations, and compliance personnel to mobilize and run the facility to the required standard.

4. Interested bidders may purchase a complete set of Procurement Documents in the English language on the submission of a written request to the address below and upon payment of a non-refundable fee of LKR 60,000.00 in cash to the Finance Department located at the 1st Floor, Colombo Lotus Tower Management Company (Pvt.) Ltd, during 09:00 a.m. to 3:00 p.m. on working days from 20th July 2026 to 18th August 2026.

5. Interested bidders may obtain further information and inspect the Bidding Document free of charge at the same office or via the website: <https://colombolotustower.lk/procurement-notice/>

6. The Pre-Bid Meeting will be held at the same place at 2.00 pm (14.00 hour) on 06th August 2026.
7. Sealed Bids must be delivered at or before 2.00 pm (14.00 hour) on 19th August 2026 addressing to Chairman - Revenue Procurement Committee, 1st Floor, Procurement Division, Colombo Lotus Tower Management Company (Pvt.) Ltd, No. 320, D.R. Wijewardana Mawatha, Colombo 10. Late bids shall be rejected.
8. The Bids will be opened immediately after the closing time in the manner explained in the Bidding Documents in the presence of the bidders/representatives who choose to attend in person at the address below.
9. All bids must be accompanied by a “Bid-Security” in LKR. 10,000,000.00, issued by a Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, valid up to 31st December 2026 using the form provided in the Bidding Document.

The address referred to in the above clause No. 4, 5, 6, 7 and 8 are:

Address:

Procurement Division,
1st Floor, Colombo Lotus Tower Management Company (Pvt.) Ltd,
No 320, D. R. Wijewardana Mawatha,
Colombo-10.

For more details:

Tel: 011-2108300 / 074 390 5564 / 074 201 2366,

Email: tender@colombolotustower.lk

**Chairman,
Revenue Procurement Committee,
The Colombo Lotus Tower Management Company (Pvt) Ltd
No 320, D. R. Wijewardana Mawatha, Colombo-10.**

SECTION 1

Instructions to Bidders (ITB)

A. General

1. Background

The Colombo Lotus Tower Management Company Private Limited (hereafter called the CLTMC/Employer) was formed in 2022 to take possession of the Lotus Tower, to carry on the business of commercial operator of the Tower, to create, promote, manage, or assist in the creation, promotion, and management of tourist-oriented programs, and to lease the designated areas within the Lotus Tower.

The CLTMC, as the Management Company, invites sealed bids from suitably qualified and experienced restaurant operators to lease, manage, market, and operate the revolving restaurant and associated support spaces under a long-term commercial lease arrangement in accordance with the procedures outlined in the National Competitive Bidding (NCB) method.

2. The name of the Bidding Process is “Selection of a Restaurant Operator to lease, manage, market, and operate South Asia’s Tallest Revolving Restaurant at the Colombo Lotus Tower.” The identification number for the bidding process is. CLT/PRO/TEN/NCB/RFP/26/02.

3. The Scope of the bid and the necessary details are included in Section II, Employer’s Requirements.

4. The Ethics and Prohibited Practices are detailed in **Annexure 1**.

5. Eligible Bidders.

5.1 The Bidders shall possess the legal rights to provide the Services under this contract.

5.2 The Bidders shall be considered ineligible under one or more of the following situations:

5.2.1 A bidder who has been sanctioned/blacklisted/debarred in accordance with the relevant provisions of the Procurement Guidelines 2024 during the operation of such sanction/blacklisting/debarment.

5.2.2 A Bidder who has a conflict of interest.

5.2.3 Any other legally valid reason that disqualifies the bidder

6. Qualification and Experience of the Bidder

The Bidder shall possess the following minimum qualifications and experience:

- The Bidder shall have a minimum of five years of continuous experience in operating at least one luxury restaurant with a minimum of 200 seating capacity within a five-star level hotel category during the last ten (10) years.

- The Bidder shall submit a valid certificate issued by **the Sri Lanka Tourism Development Authority (SLTDA)** confirming the star class classification.
- The minimum average annual turnover of similar services performed during the last three years (2022/2023, 2023/2024, 2024/2025) shall be LKR 750 million.
- Availability of competent management, culinary, operations, and compliance personnel to mobilize and run the facility to the required standard.

B. Contents of Bidding Documents

7. The Bidding Document consists of the following sections in the two Volumes:

VOLUME 1:

Invitation For Bid

Section 1. Instructions to Bidders

Annexure 1. Ethics and Prohibited Practices

Section 2. Employer's Requirements

Section 3. Technical Bidding Forms

3. A. Technical Bid Submission Form

3. B. Non-Collusion Declaration Form

3. C. Technical Data and Information

3. D. Proposed Approach/Methodology, Work Plan, Organization, and Staffing

3. E. Annual Turnover Information

3. F. Bid Security Format

Section 4. Financial Bid Submission Form

VOLUME 2:

Section 5. Contract Form

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the CLTMC in writing to the following address on or before the deadline for clarifications at 4.00 P.M. on 5th August 2026.

The Procurement Manager.

Colombo Lotus Tower Management Company Private Limited

No 320, D R Wijewardena Mawatha,

Colombo 10.

Tele: 0743905564

email Address: tender@colombolotustower.lk /

chathurad@colombolotustower.lk

8.2 The CLTMC will respond in writing to any request for clarification, provided that such a request is received before the clarification's submission deadline mentioned in ITB 8.1, within three days, with copies to other Bidders who purchased the Bidding Documents.

9. Site Visit

9.1 The Bidders are encouraged to visit and examine the Revolving Restaurant at the Colombo Lotus Tower and its surroundings on prior appointment with the Marketing Manager of the CLTMC via telephone No. 0760369144 or 0773918002 to obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

9.2 The costs of visiting the Site shall be at the Bidder's own expense.

10. The Pre-Bid Meeting.

10.1 The Bidder or Bidder's designated representative may attend the Pre-Bid Meeting scheduled to be held in the Training Room, 1st Floor of the CLTMC at 2.00 pm (14.00 Hour) on 06th August 2026 to clarify issues and to answer questions on any matter that may be raised at that stage.

10.2 The Bidder is requested to submit any questions in writing to reach the address mentioned in ITB 8.1 before such a meeting.

10.3 Minutes of the Pre-Bid Meeting, including the questions asked by Bidders, without disclosing the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents.

10.4 Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting, or the clarifications provided shall be made through the issue of an Addendum by the CLTMC.

10.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

C. Preparation of Bids

11. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the CLTMC will in no case be responsible or liable for those costs.

12. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the CLTMC, shall be written in the English Language.

13. Documents Comprising the Bid

The Bid shall comprise the following:

- a) Duly filled Technical Bid Submission Form
- b) Duly filled Non-Collusion Declaration Form
- c) Duly filled Technical Data and Information Form
- d) Duly filled Financial Bid Submission Form
- e) Proposed Approach/Methodology, Work Plan, Organization, and Staffing
- f) Annual Turnover Information
- g) Original Bid Security
- h) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 14.2
- i) Documentary evidence in accordance with ITB 5 establishing the Bidder's eligibility to bid
- j) Documentary evidence on the Bidder's qualifications and experience mentioned in ITB 6, to perform the contract.
- k) The certificate issued by **the Sri Lanka Tourism Development Authority (SLTDA)** confirming the star classification.
- l) Any other related information.

14. Technical Bid Submission Form, Non-Collusion Declaration and Technical Data and Information

The Bidder shall submit the Technical Bid Submission Form, Non-Collusion Declaration, and the Qualifications, Organization, experience, and staffing information using the relevant forms furnished in Section 3. Technical Bidding Forms.

14.1 These forms must be completed without any alterations to their content or format, and no substitutes shall be accepted.

14.2 The duly filled forms shall be signed by the Bidder/authorized representative specified below, and failure to comply with this requirement will be a reason for rejection of the Bid.

- a) In the case of a sole proprietorship, the Forms shall be signed by the sole proprietor.
- b) In the case of a partnership, if all partners do not sign the Forms, it shall be accompanied by a Power of Attorney signed by the non-signing partners authorizing the signing of partners.
- c) In the case of a Company limited by liability, the Forms shall be signed by a person authorized by a Board Resolution to certify by the Company Secretary.

14.3 All blank spaces shall be filled in indelible ink with the requested information.

14.4 In addition to the above instructions, the Form 3. C. Technical Data and Information shall be completed according to the instructions on the forms.

14.5 If necessary, the Bidder may provide additional information/attachments.

15. Financial Bid

- 15.1 The Financial Bid shall be prepared using the Standard Form provided in Section 4 of the document.
- 15.2 The Financial Bid shall include all costs associated with leasing, managing, marketing, and operating the revolving restaurant and associated support spaces under a long-term commercial lease arrangement, including the cost of staffing.
- 15.3 It shall cover all costs in compliance with CLTMC requirements in Section 2. Employer's Requirements, and a Bidder's Technical Bid, since the CLTMC shall not bear any cost related to the operation of the revolving restaurant and associated support spaces during the period of the Contract.
- 15.4 It shall include all service charges, taxes, levies, and duties that the Bidder is responsible for paying during the period of the operation, if not stated in this document.
- 15.5 The VAT shall be shown separately.

16. Currencies of Bid

- 16.1 The Bidder shall quote in Sri Lankan Rupees, and all transactions under the contract shall be made only in Sri Lankan Rupees.

17. Period of Validity of Bids

- 17.1 Bids shall remain valid until 26th November 2026 or any extended date if amended by the CLTMC in accordance with ITB 17.3.
- 17.2 A Bid that is not valid until the date specified in 17.1, or any extended date if amended by the CLTMC, shall be rejected as nonresponsive.
- 17.3 In exceptional circumstances, before the expiry of the bid validity, the CLTMC may request bidders to extend the period of validity of their bids.
- 17.4 The request and the responses shall be made in writing.
- 17.5 The Bid Security shall also be extended for the corresponding period.
- 17.6 If a Bidder refuses to extend the validity of the bid security, the CLTMC shall not forfeit the Bid Security.
- 17.7 However, a Bidder extended the bid validity, and the Bidder shall not be permitted to modify the bid.

18. Bid Security

- 18.1 The Bidder shall furnish as part of its bid a Bid Security in the amount of LKR. 10,000,000.00, issued by a Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka with a validity up to 31st December 2026 using the form included in Section 3. Bidding Forms. Bid Security shall be addressed to the Chief Executive Officer, Colombo Lotus Tower Management Company (Pvt) Ltd, No. 320, D. R. Wijewardana Mawatha, Colombo – 10.

- 18.2 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 18.1 shall be rejected by the CLTMC as a major deviation in the bidding process.
- 18.3 The Bid Security of Unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 36 and signing the contract.
- 18.4 The Bid Security may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity, or
 - b) If a Bidder does not agree to adjust the bid price after the correction of arithmetical errors in the Financial Bid
 - c) If the successful Bidder fails to sign the Contract in accordance with ITB Clause 35 or
 - d) If not furnishing a Performance Security in accordance with ITB Clause 36.

D. Submission and Opening of Bids

19. Submission, Sealing and Making of Bids

The Bidder shall submit the Bid under **two separately sealed envelopes** as follows:

- 19.1. The first envelope shall be clearly marked "Envelope 1–Technical Bid"; and Similarly, the second envelope shall be clearly marked "Envelope 2–Financial Bid" and warning 'do not open, except in the presence of the bidders'.
- 19.2 The Envelope 1, marked as "Technical Bid," shall include the originals of the following documents: (as mentioned in section 3 (technical bidding forms))
- a) 3 A. Duly filled Technical Bid Submission Form
 - b) 3 B. Duly filled Non-Collusion Declaration Form
 - c) 3 C. Duly filled Technical Data and Information
 - d) 3.D. Proposed Approach/Methodology, Work Plan, Organization, and Staffing
 - e) 3.E. Annual Turnover Information
 - f) 3.F. Original Bid Security

With any other information, the bidder may wish to include

- 19.3 Envelope 2, marked as "FINANCIAL BID," shall include the originals of the duly filled and signed Financial Bid Submission Form. (Section 4)

- 19.4 The sealed envelopes containing the Technical and Financial Bids shall be placed into a single outer envelope and sealed. This outer envelope shall be addressed to the CLTMC and bear the submission address, the bid reference number, and the title of the bid.

20. Deadline for Submission of Bids

- 20.1 The Bidders shall submit their sealed bids by hand or registered post to the following address no later than 2.00 P.M. (14:00 hours) on 19th August 2026.

Chairman, Revenue Procurement Committee,
Procurement Division, 1st Floor,
Colombo Lotus Tower Management Company Private Limited
No 320,
D R Wijewardena Mawatha,
Colombo 10.

20.2 The CLTMC may, at its discretion, extend the deadline for the submission of bids only in exceptional situations or due to a justifiable reason before the deadline for Submission of Bids mentioned in ITB 20.1.

21. Late Bids

The CLTMC shall not consider any bid received after the bid submission deadline; such bids shall be declared late, rejected, and returned unopened to the Bidder after the contract is awarded.

22. Public Bid Opening

22.1 Bids shall be opened by a Bid Opening Committee (BOC) appointed by the CLTMC just after the closing of the bid submission, at the following address, in the presence of the bidders or their authorized representative/s who wish to attend, in line with the procedures outlined in the ITB 23 below:

Procurement Division, 1st Floor,
Colombo Lotus Tower Management Company Private Limited
No 320,
D R Wijewardena Mawatha,
Colombo 10.

22.2 The BOC shall not reject any Bid at the bid opening and shall not accept any Bid received after the time of bid submission specified in the ITB Clause 20.

23. Public Bid Opening Procedures

23.1 The BOC shall open only the envelope marked “Envelope 1–Technical Bid” in the presence of Bidders or their representatives who choose to attend, at the time, date, and location stipulated in ITB 20.1.

23.2 The Bidders’ names, the presence or absence of Non-Collusion Declaration, Bid Security and Financial Bid and any such other details as the CLTMC may consider appropriate, will be announced by the CLTMC at the opening.

23.3 The Envelope 2, marked as the “**FINANCIAL BID**,” shall remain sealed and be securely stored until its opening after completion of evaluation of the “**TECHNICAL BID**” in the manner described in ITB 26, 27, and 28 below.

E. Evaluation and Comparison of Bids

24. Evaluation of Technical Bids

The CLTMC Bid Evaluation Committee shall evaluate the Technical Bids based on their responsiveness to the Bidding Document, applying the evaluation criteria, sub-criteria, and point system set out below.

Criteria, sub-criteria, and point system for the evaluation of the Technical Bid		Maximum Score								
(i)	A minimum five years of continuous experience in operating at least one luxury restaurant within a five-star level hotel category during the last ten (10) years.	25								
(ii)	Financial capacity and a minimum average annual turnover of LKR 750 million over the last three previous financial years (2022/2023, 2023/2024, 2024/2025)	20								
(iii)	Compliance with the objectives of the CLTMC <table><tr><th>Sub criteria</th><th>Max. Points</th></tr><tr><td>Compliance with the proposed operational model/strategy for positioning the restaurant as a unique international dining destination</td><td>10</td></tr><tr><td>Compliance with the proposed operational model/strategy for enhancing tourism attractiveness and visitor experience</td><td>10</td></tr></table>	Sub criteria	Max. Points	Compliance with the proposed operational model/strategy for positioning the restaurant as a unique international dining destination	10	Compliance with the proposed operational model/strategy for enhancing tourism attractiveness and visitor experience	10	20		
Sub criteria	Max. Points									
Compliance with the proposed operational model/strategy for positioning the restaurant as a unique international dining destination	10									
Compliance with the proposed operational model/strategy for enhancing tourism attractiveness and visitor experience	10									
(iv)	Adequacy and quality of the proposed operation model/strategy and work plan in responding to Section 2. Employer's Requirements: <table><tr><th>Sub criteria</th><th>Max. Points</th></tr><tr><td>The proposed operational model/strategy is clear and addresses Section 2. Employer's Requirements</td><td>10</td></tr><tr><td>The work plan is realistic and implementable.</td><td>10</td></tr><tr><td>The overall Staff composition is balanced and has an appropriate skills mix.</td><td>10</td></tr></table>	Sub criteria	Max. Points	The proposed operational model/strategy is clear and addresses Section 2. Employer's Requirements	10	The work plan is realistic and implementable.	10	The overall Staff composition is balanced and has an appropriate skills mix.	10	30
Sub criteria	Max. Points									
The proposed operational model/strategy is clear and addresses Section 2. Employer's Requirements	10									
The work plan is realistic and implementable.	10									
The overall Staff composition is balanced and has an appropriate skills mix.	10									
(v)	Innovativeness of the Technical Bid	05								
Total Marks		100								

24.1 The minimum technical score (St) required to pass is 60. All Bids that do not respond to important aspects of the Bidding Documents or if it fails to achieve the minimum technical requirement of 60% shall be rejected at this stage.

25. Clarification of Bids

To assist in the examination and evaluation, the CLTMC may, at its discretion, request any Bidder to submit additional information for the purpose of clarifying a Bid.

26. Financial Bid Opening

26.1 After concluding the technical evaluation procedures, the CLTMC shall notify in writing all Bidders who have achieved the minimum qualifying technical score, informing them of the date, time, and location of the public opening of the Financial Bids.

26.2 Accordingly, the BOC shall open the envelope marked “Envelope 2–Financial Bid” at the specified time, date, and location in the presence of Bidders or their representatives who choose to attend.

27. Evaluation of Financial Bids

27.1 At the evaluation of Financial Bids, the Bid Evaluation Committee shall check whether the provided Financial Bid Submission Form is used without any alteration to the content, properly filled and signed by a Bidder or an authorized representative in accordance with the instructions given in the ITB. 15.

27.2 The total lease amount for the period of five (05) years, excluding VAT, after correcting arithmetical errors, shall be considered for the Financial Bid evaluation.

27.3 The CLTMC shall select the Bid which is the highest evaluated substantially responsive bid among those Bids that achieved the minimum qualifying technical score and invite the highest evaluated substantially responsive Bidder to negotiate the contract.

28. Negotiations with the selected Bidder

28.1 The CLTMC may negotiate only the technical part of the Bid with the highest evaluated substantially responsive Bidder to enhance the operations.

28.2 If the negotiations fail with the highest evaluated substantially responsive Bidder, the CLTMC will then invite the next-ranked Bidder to negotiate the technical part of the Bid, if necessary.

29. Notification of Intention to Award the Contract and the Standstill Period

29.1 After completion of the negotiations, the CLTMC shall issue the “Letter of Intention to Award the Contract” to all the Bidders, in writing, within three calendar days after the determination of the contract award with the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) The Contract price of the successful Bid;
- (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period;
- (f) Instructions on how to request a debriefing and/or submit a complaint during the standstill period

29.2 The Standstill Period shall last 10 working days after the date of issuing the “Letter of Intention to Award the Contract” unless otherwise extended due to the appeal process.

30. Debriefing to unsuccessful Bidders

30.1 On receipt of the “Notification of Intention to Award the Contract,” an unsuccessful Bidder may request the CLTMC for a debriefing in writing within three days from the date of the letter.

30.2 The CLTMC shall promptly explain shortcomings in their bid and the reasons for non-selection, without disclosing the contents of other bids, in a debriefing within three days from the date of receipt of the request.

30.3 Debriefings of unsuccessful Bidders may be done in writing or verbally in the debriefing meeting.

30.4 The Bidders shall bear their own costs of attending such a debriefing meeting.

31. Handling Procurement-related Complaints

If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint within three working days from the date of the “Letter of Intention to Award” in Writing (by the quickest means available, such as by email), to:

The Chairman- Revenue Appeal Committee
Procurement Division, 1st Floor,
Colombo Lotus Tower Management Company Private Limited
No 320, D. R. Wijewardena Mawatha, Colombo 10.

Email address: tender@colombolotustower.lk

32. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

32.1 The CLTMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before contract award, without thereby incurring any liability to Bidders in the following situations:

- a) All received bids are not substantially responsive,
- b) When all bid prices received are substantially lower than the Total Estimated Lease Revenue
- c) Lack of effective competition

32.2 In case of annulment, all bids submitted along with bid securities shall be promptly returned to the Bidders.

F. Award of Contract

33. Notification of Award

Before the date of expiry of the Bid validity, the CLTMC shall notify the successful Bidder, in writing, that its Bid has been accepted.

34. Publication of Contract Award

The CLTMC shall publish the particulars concerning the awarded contract on its official website, including the following details:

- a) Description of the items for which bids were invited;
- b) Total number of bids received;
- c) Name of the successful bidder;

35. Signing of Contract

The CLTMC shall complete the Agreement and inform the successful Bidder to sign it, and the successful Bidder shall sign the Agreement within 21 days from the date of the letter of “Letter of Award”.

36. Performance Security

36.1 Upon being awarded the contract, the selected Bidder shall submit a performance Security within 14 days from the date of the Letter of Award in an amount equivalent to 10% of the Contract value, valid 28 days beyond the first year of the contract period, using the Form included in Section 4. Contract Forms.

36.2 Performance Security shall be renewed annually 30 days before the expiry date of each year.

36.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

36.3 In that event, the CLTMC may award the Contract to the next-highest evaluated Bidder, whose bid is substantially responsive, and the CLTMC determines to be qualified to perform the Contract satisfactorily.

Ethics and Prohibited Practices

The attention of the bidders is drawn to the following “Ethics of Public Procurement and Prohibited Practices” contained in the Procurement Guidelines 2024 for Goods, Works, and Non-Consulting services published by the National Procurement Commission:

A. Ethics

- a) Parties associated with the Procurement Process including officers of the Procurement Entity (PE), members of the Procurement Committees (PCs), Bid Evaluation Committees (BECs), Acceptance Committees (ACs), and Variation Review Committees (VRCs) as well as bidders, suppliers, contractors, service providers, sub-contractors, agents, consultants and of their personnel should observe the highest standards of ethics during the Procurement Process and execution of such contracts.
- b) Ethics would include standards of conduct and norms of behavior as sought to be defined and imposed by relevant laws, regulations, and codes generally applicable to such persons concerning their general discharge of duties and in relation to their activities carried out in connection with Public Procurements.
- c) It shall be mandatory for all bidders to submit a declaration along with their bid stating that;
 - i. There is no conflict of interest;
 - ii. only one bid is submitted; and
 - iii. There is no involvement in collusive practices.
- (d) Public Officers involved in any Public Procurement shall submit a declaration that they have no conflict of interest in connection with such Public Procurement.

B. Prohibited Practices

All parties, including the policy and decision-makers, officers, bidders, contractors, service providers, suppliers, any subcontractors, any agents, and any of their personnel, shall observe the highest standards of ethics during the Procurement Process and contract execution and refrain from corrupt, fraudulent, collusive, coercive, and obstructive practices in participating in the Procurement Process.

For this provision, the meaning of the terms set forth below is as follows;

(a) Corrupt Practice

“Corrupt Practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party;

(b) Fraudulent Practice

“Fraudulent Practice” is any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) Collusive Practice

“Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing the actions of another party improperly. The improper purpose would include any attempt to adversely influence competition and/or the price through bid rigging, which is a practice in which competing parties collude to determine the winner of a bidding process.

(d) Coercive Practice

“Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party improperly;

(e) Obstructive Actions

“obstructive Actions” mean destruction of facts/documents, submission of fake/false information, alteration, amendment, and/or concealment in a manner that interferes with Public Procurement.

Sanction for Involvement in Prohibited Practices

- (a) If the involvement in any of the prohibited practices referred to above is confirmed through a formal inquiry, sanctions, including debarring from that procurement and/or eligibility for participation in future procurements, may be imposed on bidders, suppliers, contractors, and officers who hold any paid office under the Government of Sri Lanka and any other person directly or indirectly involved in Public Procurement.
- (b) In addition, such persons shall be reported to the relevant authorities for appropriate action.

Conflict of Interest

- (a) “**Conflict of Interest**” refers to any situation in which the personal or business interests of an individual involved in a public procurement process could improperly influence, or appear to influence, the impartial performance of their duties, thereby compromising the Procurement Entity’s ability to achieve value for money (VFM) and adhere to the principles of public procurement.
- (b) Public officers and individuals involved in Public Procurement shall declare any conflict of interest to the relevant PE before the commencement of the relevant Procurement Process and shall refrain from participating in such procurement.
- (c) In this regard, Section 107 of the Anti-Corruption Act, No. 09 of 2023, shall be adhered to.

Laws Applicable to Public Procurement

The laws applicable to Public Procurement shall be the laws of the democratic Socialist Republic of Sri Lanka.

SECTION 2

Employer's Requirements

1. Introduction:

Colombo Lotus Tower, standing proudly at **350 meters**, is Sri Lanka's tallest landmark and one of South Asia's most iconic architectural achievements. Strategically located at the heart of Colombo, the Tower has rapidly evolved into a premier tourism, leisure, entertainment, and event destination, welcoming a diverse mix of local and international visitors throughout the year. As a flagship State-Owned Enterprise operating under the Ministry of Digital Economy, Colombo Lotus Tower continues to transform into a world-class lifestyle destination through the introduction of innovative attractions, premium experiences, and strategic commercial partnerships.

At the heart of this vision lies the iconic **27th Floor Revolving Restaurant**, offering an unparalleled 360-degree panoramic dining experience overlooking the Colombo skyline, the Indian Ocean, the Port of Colombo, Beira Lake, and the city's most prominent landmarks. As one of the Tower's signature attractions, the restaurant represents far more than a dining venue—it is a destination experience that significantly contributes to the Tower's premium brand positioning, visitor engagement, and overall commercial value.

Colombo Lotus Tower Management Company (CLTMC) is seeking an experienced and visionary operator capable of transforming this unique venue into Sri Lanka's most distinguished revolving restaurant, delivering exceptional culinary experiences that meet international standards while complementing the Tower's reputation as a national icon.

The successful operator will benefit from an expanding visitor ecosystem driven by a series of exciting developments planned for the coming years. These include the introduction of the **world's tallest tower bungee jump**, new adventure tourism experiences, immersive digital attractions, enhanced event spaces, international tourism partnerships, expanded digital marketing initiatives, and a growing calendar of signature national and international events. Together, these developments are expected to substantially increase visitor footfall, diversify customer segments, and create sustained commercial opportunities.

This procurement presents a rare opportunity to establish and operate a landmark dining destination within one of Asia's most recognizable towers. Through a collaborative partnership with CLTMC, the selected operator will have the opportunity to shape a globally recognized hospitality experience while benefiting from the continued growth and transformation of Colombo Lotus Tower into Sri Lanka's premier tourism and lifestyle destination.

2. The Revolving Restaurant:

The tower is home to South Asia's tallest revolving restaurant on the twenty-seventh floor, offering a unique dining experience that combines fine cuisine with an ever-changing 360° view of the Colombo skyline. Enjoy delectable delicacies and take in the entire city of Colombo, all in just 90 minutes. Located 234m above the ground level.

The total area proposed to lease through this bidding process is 10,100 sq. ft, inclusive of the Net Dine-in Area of 9,620 sq. ft and with a Lift Lobby at the Revolving Restaurant on the 27th floor (altogether 10,100 Sq ft), and the Kitchen & Stores on the Basement is approximately 5,000 sq. ft (10,100 Sq ft + 5,000 sq. ft =15,100 sq. ft approximately)

3. Administrative Space

CLTMC may provide administrative office space on the 1st Floor for the use of the selected operator. Such space shall be provided at an additional rental charge (based on government valuation) and shall be governed by the applicable terms and conditions stipulated by CLTMC.

4. Objective of the Bidding Process

The objective of the Bidding Process is to select an experienced and qualified restaurant operator on a property lease basis for a maximum period of five years through a competitive and transparent process, to achieve its key objectives of

- Positioning the restaurant as a unique international dining destination,
- Enhance tourism attractiveness and visitor experience
- Leverage private sector operational expertise and brand strength

5. The Scope of the Contract

The selected operator shall be responsible for delivering a luxury dining concept that enhances the brand value, visitor experience, and commercial performance of Colombo Lotus Tower, while safeguarding the reputation, operational integrity, safety, and commercial interests of CLTMC at all times.

5.1 The selected operator shall, at a minimum:

- a. Operate and manage a luxury restaurant at 5-Star level and extravagant world-class restaurant on a full-service basis.
- b. Develop and implement a market-ready dining concept, menu strategy, service standards, staffing plan, and promotional programs consistent with the premium positioning of Colombo Lotus Tower.
- c. Maintain high standards of food quality, hygiene, sanitation, safety, customer service, and ambience in accordance with applicable Sri Lankan laws, health requirements, and good industry practice.

5.2 Supply, Installation, Modifications & Maintenance of the restaurant items:

- a. The operator shall be responsible for the supply and installation of all furniture, equipment, and other fittings essential for the operation in line with the proposed brand standards and for the upkeep, maintenance, and repair of the same during the period of contract.
- b. No structural, mechanical, electrical, signage, interior, façade, or layout modification shall **not be carried out without the prior written approval of CLTMC** and, where applicable, the relevant statutory authority.

- c. If necessary on request, the CLTMC will provide existing used furniture, equipment, and other fittings at the premises on rental basis and 25% of refundable deposit of the current total valued rates subject to terms and conditions.

The selected operator shall do the maintenance and repairs of the equipment and furniture at their own cost.

The selected operator shall return all rented items to CLTMC in good, serviceable, and usable condition upon expiry or termination of the contract period, subject to reasonable wear and tear.

5.3 Deployment of Staff & Operational Responsibilities

- a. The operator shall be responsible for the deployment of sufficiently skilled and experienced personnel to ensure a proposed restaurant operation in the Lotus Tower.
- b. All personnel engaged by the operator shall be properly trained, suitably attired, medically fit where required, and deployed in sufficient numbers to maintain the expected service standards.
- c. All staff shall wear valid identification and comply with CLTMC security procedures, access restrictions, and site regulations at all times.
- d. No staff accommodation shall be provided by CLTMC unless expressly agreed in writing.

5.4 Waste Management

- a. The operator shall establish and maintain a waste management system that complies with applicable requirements of the Colombo Municipal Council and any health or environmental authority having jurisdiction.
- b. Waste, recyclables, food waste, oil, and any other operational by-products shall be handled, stored, and disposed of only in designated areas and in accordance with approved procedures by CLTMC.

5.5 Compliance & Legal Requirements

The operator shall, at its own cost and responsibility:

- a. Obtain all required licenses, permits, registrations, certifications, and approvals necessary for restaurant operations before opening from the Colombo Municipal Council (CMC), Shop & Office Act ("Shop and Office Employees (Regulation of Employment and Remuneration) Act No: 19 of 1954 as amended from time to time) or any other authorized entities and maintain them in force throughout the lease period. (The CLTMC may, upon request, provide no objection letter to obtaining an FL11 Restaurant License for the service of liquor).
- b. Ensure compliance with the related Food Acts and applicable food hygiene requirements and any inspections or corrective actions required by the relevant health authorities.

- c. Ensure labour law compliance, including working hours, leave, employee records, remuneration requirements, occupational safety, and related obligations applicable to restaurant and hospitality operations in line with the Shop & Office Act (Sri Lanka) and/or other specific/relevant mandates.

5.6 Insurance Requirements

The operator shall obtain at his cost and maintain the following insurance coverages, at a minimum:

- a. Commercial Property Insurance policy covering the physical building and its contents, including expensive structural
- b. Equipment, furniture, and inventory, against disasters like fires, theft, or vandalism.
- c. Workers' Compensation Insurance policy covering employees' medical costs and lost wages if a staff member is injured or becomes ill on the job.
- d. Public Liability Insurance policy
- e. CLTMC may require evidence of policy issuance, premium payment, endorsements, renewals, and claims history at any time, and may require that relevant policies note CLTMC's interest to the extent permitted by insurers and applicable law.

6. The period of the Lease/Contract

The initial lease period shall be five (05) years, subject to the terms and conditions of the final agreement to be executed between CLTMC and the selected operator.

7. Services and Facilities to be provided by the CLTMC

7.1 Access, Logistics & Operations

- a. 24/7 staff access to the premises shall be coordinated in accordance with the building's security and operational protocols, and the operator shall comply with all access control procedures issued by CLTMC from time to time.
- b. Operations beyond the standard operating hours of Colombo Lotus Tower may be permitted subject to prior approval and any additional charges or staffing arrangements determined by CLTMC.
- c. Passenger lift access from 1st Floor for customers and one service lift prioritized for vendor's logistics handling from basement Kitchen.

Passenger lift access for customers and service lift access for logistics shall be managed in coordination with CLTMC to ensure visitor convenience, safety, and uninterrupted building operations.

- d. CLTMC reserves the right to impose reasonable operational directives, guest flow controls, event restrictions, delivery windows, service access protocols, and security procedures in the interest of public safety, VIP movements, building maintenance, emergency response, national events, or the overall reputation and functioning of Colombo Lotus Tower.

8. Infrastructure & Support

The CLTMC will provide:

- a. 24/7 building security and central security oversight for common areas.
- b. Reasonable on-site engineering coordination for base building systems and common infrastructure interfaces.
- c. Parking facilities on a chargeable basis, subject to availability and prevailing rules.
- d. A limited number of staff vehicle passes or access permits, if approved, subject to CLTMC policies.

9. Financial Data

9.1 Security Deposit

The successful Bidder shall furnish a refundable security deposit equivalent to the six (06) months of the agreed monthly rental no bearing interest rate payment, payable before execution of the lease agreement or handover of the premises, whichever occurs first. And shall be refunded to the successful Bidder without interest within sixty (60) days of the expiry or termination of the Agreement after deducting all amounts due to the CLTMC.

9.2 Performance Security

The successful Bidder shall submit a Performance Security within 14 days from the date of the Letter of Award in an amount equivalent to 10% of the Contract value, valid 28 days beyond the first year of the contract period.

It should be obtained from a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, covering beyond 28 days from the date of completion of the services.

9.3 Rental Payment Terms

- 9.3.1 Monthly rental shall be paid on or before the 14th day of each month, in the manner specified by CLTMC, together with any applicable taxes, duties, levies, and other agreed charges.
- 9.3.2 Monthly rental shall be subject to a 10% increase annually after completion of the first two years of the rental period.

10. Service Charge

A service charge of LKR 150 per sq. ft. shall be payable for the leased premises and common operational support, unless otherwise revised by CLTMC in accordance with the lease terms.

The service charge shall be subject to a 10% escalation after the first two (02) years, unless otherwise provided in the final agreement.

11. Penalty for Late Payment

If any rental, service charge, utility charge, or other amount remains unpaid after fourteen (14) days from the due date, a late payment charge of 0.05% per day may be applied on the outstanding balance, without prejudice to any other contractual remedy available to CLTMC.

12. Utilities

Electricity, water, or any other utility or service consumption attributable to the operator shall be settled within fourteen (14) days from the date of invoice or billing notice.

13. Mobilization and Commencement

The CLTMC will hand over the site the date of commencement.

The selected operator shall complete fit-out, staffing, commissioning, and all pre-opening requirements and commence operations within ninety **(90) calendar days** from the date of award of the Contract.

During the fit-out and mobilization period:

- Only the applicable service charges and utility-related costs shall be payable.
- Regular rental payments shall commence upon expiry of the mobilization period or the commercial opening date, whichever occurs earlier, unless otherwise agreed in writing.
- All fit-out designs, signage, kitchen layouts, exhaust arrangements, service routes, storage solutions, waste handling points, and modifications to base-building interfaces shall be subject to CLTMC's prior written review and approval.
- CLTMC may reject or require amendment of any proposal that, in its opinion, compromises safety, building systems, aesthetics, public circulation, structural integrity, fire compliance, brand standards, or operational efficiency.

SECTION 3
Technical Bidding Forms

3. A. Technical Bid Submission Form

3. B. Non-Collusion Declaration Form

3. C. Technical Data and Information

3. D. Proposed Approach/Methodology, Work Plan, Organization, and Staffing

3. E. Annual Turnover Information

3. F. Bid Security Format

3. A. Technical Bid Submission Form

Selection of a Restaurant Operator to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower

Bid Reference No. CLT/PRO/TEN/NCB/RFP/26/02

.....{ Date}

To:

**Chairman,
Revenue Procurement Committee,
Colombo Lotus Tower Management Company Pvt Ltd,
No 320, D R Wijewardana Mawatha,
Colombo 10.**

Dear Sir/Madam:

We, the undersigned, offer to provide the services to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower in accordance with your Bidding Document dated[Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid and a Financial Bid sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification by the Employer and/or may be sanctioned by the National Procurement Commission.
- (b) Our Bid shall be valid and remain binding upon us until 2026 in accordance with ITB 17.1.
- (c) We have no conflict of interest.
- (d) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the Government of Sri Lanka's policy regarding Fraud and Corruption as per Annexure 1: The Ethics and Prohibited Practices.
- (e) Our Bid is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Bid is accepted and the Contract is signed, to initiate the agreed Services no later than the date indicated in Section 2. Employer's Requirements

We understand that the CLTMC (as the Employer) is not bound to accept any Bid that the Client receives.

We remain,

Yours sincerely,

Signature (of Bidder/Bidder's authorized representative) {In full and initials}:

Full Name:.....
{insert full name of authorized representative}

Title:
{insert title/position of authorized representative}

Address:
{insert the authorized representative's address}

.....
.....

Phone/fax:.....
{insert the authorized representative's phone and fax number, if applicable}

Email:
{insert the authorized representative's email address}

3. B. Non-Collusion Declaration Form

Selection of a Restaurant Operator to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower

Bid Reference No. CLT/PRO/TEN/NCB/RFP/26/02

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me, have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....
Signature of the Declarant

3. C. Technical Data and Information (Format)

Selection of a Restaurant Operator to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower

Bid Reference No. CLT/PRO/TEN/NCB/RFP/26/02

Instructions:

Please develop a separate document under the following sub-titles:

A. BIDDER'S ORGANIZATION AND EXPERIENCE
--

a) Bidder's Organization

1. Please give a brief description of the background and organization of your company/Business Entity and include the following documents as proofs:
 - 1.1 Certified Copy of the Business Registration, Certified Copy of the VAT Registration and any other relevant proof documents
 - 1.2 An organizational chart, a list of the Board of Directors and their roles and responsibilities etc,
 - 1.3 Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

b) Bidder's Experience

List only previous similar Services/Contracts/Hotels and Restaurant Operations completed in the last **ten (10)** years and on-going similar operations with names and addresses of clients who may be contacted for further information on those contracts.

Attached the relevant proof documents, including photos.

.....

Signature (of Bidder/Bidder's authorized representative)

3. D Proposed Approach/Methodology, Work Plan, Organization, and Staffing

A) APPROACH AND METHODOLOGY.

Please briefly explain your methodology/approach for operating the Revolving Restaurant for positioning it as a unique international dining destination, enhancing tourism attractiveness and visitor experience, while maximizing revenue in line with the Employer's Requirements.

Attach the list of major equipment items proposed to carry out the Contract.

B) WORK PLAN

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing, and interrelations in line with the CLTMC requirements.

The proposed work plan should be consistent with the technical approach and methodology, demonstrating your understanding of the Scope of the Services and your ability to translate it into a feasible working plan.

C) ORGANIZATION AND STAFFING

Please describe the planned structure and composition of the team, including Executive Management, and a list of staff planned to engage in Front Office & Guest Services, Food & Beverage (F&B), Housekeeping, Sales & Marketing, and relevant technical and administrative support staff.

.....
Signature (of Bidder/Bidder's authorized representative)

3.E Annual Turnover Information

Year	Annual Turnover in LKR. (Please state in words and figures)
2024/2025	
2023/2024	
2022/2023	

Attach the following documents

- i. Certified copies of audited financial statements with a Management Letter related to last three years (2022/2023, 2023/2024, 2024/2025).
- ii. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) and
- iii. Authority to the Employer to seek references from the Bidder's bankers, if necessary.

.....
Signature (of Bidder/Bidder's authorized representative)

3. F. Bid Security Format

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [Insert issuing agency's name and address of issuing branch or office]

**Beneficiary: Chief Executive Officer,
Colombo Lotus Tower Management Company Pvt Ltd,
No 320, D R Wijewardana Mawatha,
Colombo 10.**

Date: ----- [Insert (by issuing agency) date]

BID GUARANTEE No.: ----- [Insert (issuing agency) number]

We have been informed that ----- [Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners] (hereinafter called "the bidder") has submitted to you its bid dated ----- [Insert (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No. - ----- [Insert IFB number] ("the IFB").

Furthermore, we understand that, according to our 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 in 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 (herein after "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (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 (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (Insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date -----.

[signature(s) authorized representative(s) of the issuing agency]

SECTION 4.

Financial Bid Submission Form

Selection of a Restaurant Operator to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower

Bid Reference No. CLT/PRO/TEN/NCB/RFP/26/02

Date :

Location:

To :
**Chairman,
Revenue Procurement Committee,
Colombo Lotus Tower Management Company Pvt Ltd,
No 320, D R Wijewardana Mawatha, Colombo 10.**

Dear Sir:

We, the undersigned, offer to provide the services to lease, manage, market, and operate South Asia's Tallest Revolving Restaurant at the Colombo Lotus Tower in accordance with your Invitation for Bid dated and our Technical Bid.

Our Financial Bid is for the total amount of
LKR.....

Insert amount(s) in words and figures, [excluding VAT] *is as follows:*

Monthly Rent in LKR.	No. of Months	Total Rent in LKR.
	60	

Our Financial Bid shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITB 17.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Bid and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

.....
Signature (of the Bidder/Bidder’s authorized representative)

Full Name (In full and initials):

.....
{insert full name of authorized representative}

Title

:.....
.
{insert title/position of authorized representative}

Phone/fax

:.....
.
{insert the authorized representative’s phone and fax number, if applicable}

Email

:.....
{insert the authorized representative’s email address}

READ ONLY

Volume - II

SECTION 5

Contract Form

SUB – LEASE AGREEMENT

No.

THIS INDENTURE is made and entered into at Colombo on this ____ day of _____ Two Thousand and Twenty ____ (20__) by and between the **COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PRIVATE) LIMITED** a company duly incorporated under the Laws of Sri Lanka (PV00252719) and having its Registered Office at No. 320, D.R. Wijewardana Mawatha, Colombo 10 (hereinafter called and referred to as the "**Lessor**" which term or expression shall where the context so requires mean and include the said Colombo Lotus Tower Management Company (Private) Limited its successors and assigns) of the **One Part**

AND

_____ a company duly incorporated under the Laws of Sri Lanka bearing Company Registration Number _____ and having its Registered Office at _____ (hereinafter called and referred to as the "**Sub-Lessee**" which term or expression shall where the context so requires mean and include the said Sub-Lessee its successors and assigns in business) of the **OTHER PART**.

WITNESSETH

WHEREAS the Sub-Lessor is seized and possessed of or otherwise well and sufficiently entitled to all that land and premises known as the "Colombo Lotus Tower" (hereinafter referred to as the "Tower") standing on all that allotment of land bearing assessment No. 320, D.R. Wijewardana Mawatha, Colombo 02 morefully described in the Schedule hereto pursuant to an Indenture of Lease bearing No. 33 dated 10th April, 2023 attested by S.K.M. Perera, Notary Public ("The Indenture") executed with the Telecommunication Regulatory Commission of Sri Lanka ("The Owner").

AND WHEREAS the Sub-Lessor has agreed to lease unto the Sub-Lessee certain premises within the Tower for the purpose of establishing, operating and managing a revolving restaurant, on the terms and conditions hereinafter set out.

NOW THIS INDENTURE WITNESSETH:

(I) DEFINITIONS

In this Agreement unless the context otherwise requires:

- a) "Demised Premises" means collectively: (i) the restaurant space on the Twenty-Seventh (27th) Floor of the Tower having a Net Dine-in Area of Nine Thousand Six Hundred and Twenty square feet (9,620 Sq. ft.) and a Total Area including the lift lobby of Ten Thousand One Hundred square feet (10,100 Sq. ft.); and (ii) the Basement Kitchen Area of approximately Five Thousand square feet (5,000 Sq. ft.), all as demarcated on the sketch plan annexed hereto as Annexure 1.

- b) "Business" means the establishment, operation and management of a revolving restaurant and all ancillary food and beverage services conducted at the Demised Premises.
- c) "Commencement Date" means the date of execution of this Agreement.
- d) "Fit-Out Period" means the period of Ninety (90) days from the Commencement Date granted to the Sub-Lessee to carry out fitting out works and prepare for commercial operations.
- e) "Monthly Rental" means the monthly lease rental as set out in clause (III) hereof.
- f) "Service Charge" means the monthly service charge payable by the Sub-Lessee as set out in clause (III) hereof.
- g) "Government Valuation" means the prevailing valuation issued by the Government Valuation Department of Sri Lanka.
- h) "Standard Operating Hours" means the hours during which the Tower is ordinarily open to the public, as may be determined by the Sub-Lessor from time to time with prior notice.

(II) DEMISED PREMISES AND TERM OF LEASE

- 1) TO HOLD the Demised Premises together with all fixtures and fittings thereon unto the use of the Sub-Lessee for the full term or period of up to Five (05) years commencing from the Commencement Date [hereinafter referred to as "the said term"] subject to the terms and conditions hereinafter specified.
- 2) Either party may terminate this Agreement upon the expiry of the First (1st) year of the said term by giving Six (06) months' prior written notice to the other party by registered post to the address of the other party as given herein. Neither party shall be entitled to give notice of termination during the First (1st) year of the said term save in the event of a material breach by the other party.
- 3) The Sub-Lessee shall be granted a Fit-Out Period of Ninety (90) days commencing from the Commencement Date, during which the Sub-Lessee shall complete all fitting-out works, staffing, commissioning and all other pre-opening requirements necessary to establish the revolving restaurant at the Demised Premises in accordance with the Lessor's guidelines and with the prior written approval of the Lessor's Engineering Department. During the Fit-Out Period, only the Service Charges shall be payable and no Monthly Rental shall be due. The Sub-Lessee shall commence commercial operations within Ninety (90) days from the Commencement Date. Notwithstanding whether or not commercial operations have commenced, upon expiry of the Fit-Out Period the Monthly Rental shall become due and payable.
- 4) The Sub-Lessee shall have access to the Demised Premises on a twenty-four (24) hour basis throughout the said term. Operations conducted outside the Standard Operating Hours shall be subject to such additional charges as may be determined and notified by the Sub-Lessor from time to time with prior written notice to the Sub-Lessee.

(III) RENTAL, SERVICE CHARGES AND OTHER PAYMENTS

- 1) The Monthly Rental payable by the Sub-Lessee to the Sub-Lessor during the said term shall be Sri Lanka Rupees _____ (Rs. _____/-) per month (excluding taxes), which shall be paid to the Sub-Lessor by the Sub-Lessee on or before the Fourteenth (14th) day of each and every month for which it is due. The Monthly Rental shall be subject to revision every two (02) years based on the Government Valuation. The Sub-Lessor shall give not less than sixty (60) days' prior written notice to the Sub-Lessee of any such revision.
- 2) The Monthly Service Charge payable by the Sub-Lessee during the said term shall be calculated at the rate of Sri Lanka Rupees One Hundred and Fifty (Rs. 150/-) per square foot per month on the Total Area of the Demised Premises (excluding taxes), which shall be paid on or before the Fourteenth (14th) day of each and every month. The Service Charge shall be increased by Ten Percent (10%) after the first two (02) years of the said term. The Sub-Lessor further reserves the right to revise the Service Charge from time to time with prior written notice to the Sub-Lessee.
- 3) The Sub-Lessee shall pay to the Sub-Lessor a Refundable Security Deposit equivalent to Six (06) months' Monthly Rental at or prior to the execution of these presents. The Refundable Security Deposit shall be held by the Sub-Lessor for the due performance and observance by the Sub-Lessee of all provisions contained in this Agreement and shall be refunded to the Sub-Lessee without interest within sixty (60) days of the expiry or termination of this Agreement and delivery of vacant possession as provided herein, after deducting all amounts due to the Sub-Lessor under this Agreement.
- 4) All electricity and water consumed at the Demised Premises shall be separately metered and billed to the Sub-Lessee at cost without any mark-up. The Sub-Lessee shall settle all such utility invoices within Fourteen (14) days from the date of invoice. In the event of non-payment within the said period, the Sub-Lessor shall be entitled to disconnect the relevant utility services to the Demised Premises upon giving Seven (07) days' written notice to the Sub-Lessee.
- 5) In the event any payment due from the Sub-Lessee to the Sub-Lessor under this Agreement remains unpaid after the due date, a late payment penalty of Zero Point Zero Five Percent (0.05%) per day shall accrue on the outstanding amount from the due date until the date of actual payment, in addition to any other rights and remedies available to the Sub-Lessor under this Agreement or applicable law.
- 6) The Value Added Tax, Social Security Contribution Levy and any other applicable taxes or levies imposed by law on the Monthly Rental and Service Charge shall be paid by the Sub-Lessee to the Sub-Lessor in addition to the amounts stated herein as and when such payments are made.
- 7) In the event of any existing kitchen equipment, dining furniture or other movable assets being provided to the Sub-Lessee under a separate rental arrangement, the applicable rental charges and a refundable security deposit equivalent to Twenty-Five Percent (25%) of the assessed valuation thereof shall apply. The Sub-Lessee shall be responsible for all maintenance and repairs of such rented assets and shall return all such items in good and usable condition upon expiry or termination of this Agreement.
- 8) Admin space shall be given on the First Floor under a separate agreement.

(IV) SUB-LESSEE'S COVENANTS

The Sub-Lessee to the intent that the obligation may continue throughout the term hereby created covenants with the Sub-Lessor as follows:

- 1) To establish, operate and manage a unique revolving restaurant at the Demised Premises and to maintain international standards in food quality, service excellence, hygiene and safety and customer experience, in a manner consistent with the brand positioning and reputation of the Colombo Lotus Tower. The Sub-Lessee shall maintain operations in compliance with all applicable laws and the standards and guidelines issued by the Sub-Lessor from time to time.
- 2) To use the Demised Premises solely for the purpose of operating the revolving restaurant and ancillary food and beverage services and not to use or permit the use of the Demised Premises for any other purpose without the prior written consent of the Lessor.
- 3) To obtain and maintain at its own cost and expense all statutory licences, approvals, registrations and permits required for the lawful operation of the Business including but not limited to licences under the Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended, the Food Act No. 26 of 1980 as amended, the Public Health Ordinance, all Colombo Municipal Council regulations and all other applicable laws and regulations of the Democratic Socialist Republic of Sri Lanka. The Sub-Lessee shall submit copies of all such licences and approvals to the Sub-Lessor within fourteen (14) days of receipt. The Sub-Lessor shall provide such supporting documentation as may be reasonably required by the Sub-Lessee for the purpose of obtaining an FL11 Liquor Licence if applicable.
- 4) To comply with all applicable laws and regulations of Sri Lanka pertaining to the operation of the Business and the occupation of the Demised Premises, including but not limited to the Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended, the Colombo Municipal Council regulations, the Food Act No. 26 of 1980 as amended, the Public Health Ordinance, the Factories Ordinance No. 45 of 1942 as amended and all applicable environmental laws and regulations, and to keep the Sub-Lessor freed and indemnified from all prosecutions, fines, penalties and liabilities arising from any breach or non-performance thereof by the Sub-Lessee.
- 5) To pay to the Sub-Lessor promptly as and when due all Monthly Rental, Service Charges, utility charges and all other payments required under this Agreement. In the event of the Sub-Lessee failing to meet any payment obligation on the due date, the Sub-Lessor shall after giving Fourteen (14) days' written notice to the Sub-Lessee be entitled to disconnect all services to the Demised Premises until the outstanding payments are duly made.
- 6) To maintain and keep the Demised Premises and all fixtures, fittings, furniture, equipment and installations therein in good repair and condition during the said term and in the like condition, fair wear and tear excepted, to deliver up the same to the Sub-Lessor at the expiration or sooner determination of this Agreement. The Sub-Lessee shall be responsible for all maintenance and repairs to the Demised Premises and all assets therein, excluding the revolving deck mechanism and the central air-conditioning system, which shall remain the responsibility of the Lessor.

- 7) In the event of any damage to the Demised Premises or any fixtures, fittings or equipment therein due to the negligence or default of the Sub-Lessee, its employees, agents, customers or invitees, to immediately inform the Sub-Lessor and to reimburse the Sub-Lessor for the total cost of repair or replacement thereof.
- 8) Not to make any structural alterations, layout modifications or additions to the Demised Premises or the building infrastructure of the Tower without the prior written approval of the Lessor. All fitting out works and interior decorations shall be carried out in consultation with and with the prior written consent of the Sub-Lessor and in accordance with the Lessor's fitting out guidelines. The Sub-Lessee shall submit all designs, plans and specifications relating to any renovation, remodelling or fitting out works to the Sub-Lessor for written approval prior to commencement.
- 9) To maintain the Demised Premises in a clean and sanitary condition at all times in conformity with the rules and regulations of the Colombo Municipal Council, applicable health and safety regulations and the standards and circulars of the Lessor. Waste disposal shall comply strictly with the Colombo Municipal Council regulations and the Sub-Lessee shall bear all costs associated with waste collection, segregation and disposal.
- 10) To ensure that all employees and personnel of the Sub-Lessee carry valid identification at all times whilst on the premises of the Tower and comply with all rules, regulations and security procedures of the Lessor. The Sub-Lessee shall provide the Sub-Lessor with a current list of all employees engaged at the Demised Premises together with all details required for security clearance prior to such employees accessing the Tower. The Sub-Lessee acknowledges that no staff accommodation shall be provided by the Lessor. Terminated employees shall be promptly notified to the Sub-Lessor for security clearance purposes.
- 11) To obtain and maintain in force throughout the said term at the Sub-Lessee's own cost and expense the following insurance policies with a reputable insurer duly licensed in Sri Lanka:
 - a) Comprehensive business insurance covering the Business and all assets at the Demised Premises against fire, theft and all other perils;
 - b) Workmen's compensation insurance in respect of all employees engaged at the Demised Premises in accordance with the Workmen's Compensation Ordinance (Chapter 139) and all applicable labour laws of Sri Lanka; and
 - c) Public liability insurance for a minimum sum of Sri Lanka Rupees Twenty-Five Million (Rs. 25,000,000/-) per event and per person covering claims for personal injury, death or property damage occurring in, on or about the Demised Premises.
 - d) The Sub-Lessee shall furnish evidence of all such insurance policies to the Sub-Lessor at the execution of this Agreement and upon each renewal thereof. All such policies shall name the Sub-Lessor as an additional insured. The Sub-Lessor shall not be liable to meet any losses suffered by the Sub-Lessee, any third party or any employee of the Sub-Lessee during the existence of this Agreement.
- 12) Not to sub-let, sub-lease, assign, transfer or otherwise part with the possession of the Demised Premises or any part thereof without the prior written approval of the Lessor. Any approved sub-lease or assignment shall be subject to the terms and conditions of

this Agreement and shall automatically terminate upon the expiry or earlier termination of this Agreement.

- 13) To permit the Sub-Lessor or its officers, agents, attorneys or servants from time to time to visit and inspect the Demised Premises at reasonable times during operational hours after prior written notice to the Sub-Lessee. In the case of an emergency the Sub-Lessor or its representatives shall have the right to enter the Demised Premises at any time without prior notice.
- 14) To use the common areas, corridors, lifts and passages of the Tower without obstructing or inconveniencing other occupiers or visitors. The Sub-Lessee shall have priority access to one (01) service lift for the transportation of food, supplies and goods from the basement kitchen to the Twenty-Seventh (27th) Floor Demised Premises, subject to the scheduling and operational guidelines of the Lessor.
- 15) To use the Demised Premises only in a manner that would not interfere with or impair the use of the other portions of the Tower by the Lessor, other Sub-Lessee, tenants and visitors.
- 16) To yield up surrender and deliver peaceful and vacant possession of the Demised Premises unto the Sub-Lessor at the expiration or sooner determination of the said term together with all fixtures, fittings, ceiling, walls, doors and window panels in a well maintained and tenantable repair and condition, fair wear and tear and use excepted, after removing all Sub-Lessee's belongings and making good to the Lessor's satisfaction all damage caused to the Demised Premises and clearing all garbage and debris therefrom.
- 17) In the event the Sub-Lessee fails to hand over vacant possession of the Demised Premises upon expiry or termination of this Agreement, the Sub-Lessee shall pay liquidated damages at the rate of Sri Lanka Rupees _____ (Rs. _____/-) per day for each day's delay in delivering vacant possession, which may be deducted by the Sub-Lessor from the Refundable Security Deposit without prejudice to any other rights of the Lessor.
- 18) To indemnify and keep the Sub-Lessor fully indemnified against all operational risks, customer claims, employee-related incidents and any other claims, actions, liabilities, costs and expenses of whatsoever nature arising out of or in connection with the operation of the Business at the Demised Premises or the Sub-Lessee's use and occupation thereof, except to the extent directly caused by the gross negligence or wilful misconduct of the Lessor.
- 19) Not to cause or permit any unusual or objectionable odors, fumes, smoke or excessive noise to permeate beyond the boundaries of the Demised Premises in a manner that causes nuisance or annoyance to other occupiers or visitors of the Tower.
- 20) To at all times observe and comply with the rules and regulations of the Tower and the Demised Premises contained in the Sub-Lessee circulars released by the Sub-Lessor from time to time, as varied, added to or amended by the Lessor.
- 21) Not to store or bring into the Demised Premises any article of a specially combustible, inflammable, hazardous or dangerous nature save and except those which are ordinarily required for the operation of a restaurant and food and beverage business

and which are stored upon adequate care and safety measures being taken, and to ensure that no insurance policy in operation is rendered void by such act.

- 22) To comply with all rules, regulations, ordinances and by-laws of the Colombo Municipal Council, the Urban Development Authority and any other statutory body pertaining to the operation of the Business and the occupation of the Demised Premises.

(V) THE LESSOR'S COVENANTS

The Sub-Lessor to the intent that the Lease hereby created shall continue throughout the said term hereby covenants with the Sub-Lessee as follows:

- 1) To place the Sub-Lessee in vacant possession of the Demised Premises on the Commencement Date.
- 2) The Sub-Lessee duly paying the Monthly Rental, Service Charges and all other amounts payable under this Agreement on the due dates and observing and performing the covenants and conditions herein shall peaceably hold, occupy and enjoy the Demised Premises during the said term without any interruption by the Sub-Lessor or any person claiming under the Lessor.
- 3) To provide and maintain twenty-four (24) hour security services for the Tower including the common areas and the Demised Premises.
- 4) To provide on-site engineering and maintenance support for the common infrastructure, building infrastructure and utility framework of the Tower.
- 5) To be responsible for the maintenance and upkeep of the revolving deck mechanism and the central air-conditioning system serving the Demised Premises. Provided that the Sub-Lessor shall not be liable to pay compensation to the Sub-Lessee in respect of any period during which such systems may be temporarily interrupted due to reasons beyond the reasonable control of the Lessor, nor shall the Sub-Lessor be liable to grant any abatement of Monthly Rental in respect of such interruption.
- 6) To supply the Demised Premises with electricity and water, which shall be separately metered and billed to the Sub-Lessee at cost without any mark-up.
- 7) To afford priority access to one (01) service lift for the transportation of food, supplies and goods from the basement kitchen to the Demised Premises on the Twenty-Seventh (27th) Floor.
- 8) To effect all structural repairs deemed necessary to the building fabric of the Tower excluding the interior of the Demised Premises.
- 9) To attend to the maintenance, upkeep, cleaning and lighting of common lifts, public staircases, lavatories, sidewalks and other common areas of the Tower.
- 10) To keep the roof, electricity supply cables, main pipes and drainage, main walls and exterior window frames of the Tower in a proper state of repair and condition, and to take all reasonable steps to maintain the lifts and escalators in a proper state of repair and conditions.

- 11) To make available parking facilities within the Tower for restaurant customers on a chargeable basis, and to consider the issuance of limited vehicle passes for the Sub-Lessee's staff subject to availability.
- 12) To provide such supporting documentation as may be reasonably required by the Sub-Lessee for the purpose of obtaining an FL11 Liquor Licence if applicable.
- 13) To refund to the Sub-Lessee within sixty (60) days of the expiry or termination of this Agreement and the delivery of vacant possession of the Demised Premises, the Refundable Security Deposit after deducting therefrom: (a) any unpaid Monthly Rental, Service Charges and interest thereon; (b) all unpaid utility charges; (c) the cost of any loss or damage to the Demised Premises or the Lessor's property as assessed by an independent qualified assessor mutually appointed by the parties; and (d) any other amounts due to the Sub-Lessor under this Agreement.
- 14) To obtain adequate insurance as applicable under the Indenture for the Tower structure.

(VI) MUTUAL COVENANTS

It is hereby mutually agreed by and between the Sub-Lessor and Sub-Lessee as follows:

- 1) Notwithstanding anything contrary contained herein, upon the occurrence of any of the following events the Sub-Lessor may without prejudice to any other rights accruing to it under this Agreement or applicable law terminate this Agreement forthwith and re-enter the Demised Premises:
 - a) If any Monthly Rental, Service Charge or any other amount due under this Agreement remains unpaid for thirty (30) days after the due date, whether or not demanded;
 - b) If the Sub-Lessee breaches any term or condition of this Agreement and such breach is not remedied within thirty (30) days of written notice from the Lessor;
 - c) If the Sub-Lessee ceases to operate the Business at the Demised Premises for a continuous period one (01) month without the prior written consent of the Lessor;
 - d) If a petition is filed for the winding up of the Sub-Lessee or a receiver, manager or liquidator is appointed over the assets or undertaking of the Sub-Lessee; or
 - e) If the Sub-Lessee fails to obtain or ceases to maintain in force any statutory licence or approval required for the lawful operation of the Business.
- 2) Neither party may terminate nor give notice to terminate this Agreement during the First (1st) year of the said term save as provided in 1) above. Thereafter either party may terminate this Agreement by giving Six (06) months' prior written notice to the other party.
- 3) Upon termination or expiry of this Agreement the Sub-Lessee shall deliver vacant possession of the Demised Premises to the Sub-Lessor on or before the date specified by the Sub-Lessor in writing. If the Sub-Lessee fails to deliver vacant possession on or before such date it shall be lawful for the Sub-Lessor to enter upon and take possession of the Demised Premises at any time thereafter without further notice and

the Sub-Lessor shall not be held responsible or liable for any loss or damage to the property of the Sub-Lessee consequent thereon.

- 4) Any improvements, additions or alterations made to the Demised Premises which are not removed by the Sub-Lessee at the expiry or termination of this Agreement shall inure to the benefit of the Sub-Lessor without any compensation whatsoever to the Sub-Lessee. The Sub-Lessee shall ensure that any removal of such improvements does not cause damage to the Demised Premises.
- 5) The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that party's rights thereunder.
- 6) The Lessor, its officers, employees or agents shall not be liable or responsible for any loss, damage or injury to any person or property however caused in the Tower or the Demised Premises, except where directly and solely attributable to the gross negligence or wilful misconduct of the Lessor.
- 7) The Sub-Lessee shall be liable and shall indemnify and keep the Sub-Lessor indemnified against all actions, suits, claims, demands, losses, charges, costs, expenses, taxes, penalties and liabilities of whatsoever nature incurred or suffered directly or indirectly by the Sub-Lessor arising from the operation of the Business or the use and occupation of the Demised Premises by the Sub-Lessee, its employees, agents, customers or invitees.
- 8) The Sub-Lessor on the written request of the Sub-Lessee and in the absence of any existing breach may subject to obtaining all necessary approvals grant the Sub-Lessee in writing a renewal of this Agreement for a further period on fresh terms and conditions to be mutually agreed at that time.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka including the Recovery of Premises given on Lease Act No. 1 of 2023.
- 10) Any dispute, difference or claim arising out of or in connection with this Agreement which cannot be settled amicably by the parties within thirty (30) working days from the date such dispute arose shall be referred to and resolved by a competent court of law in Sri Lanka which shall have exclusive jurisdiction over the same.
- 11) The Sub-Lessee hereby irrevocably agrees that the Sub-Lessor is acting as an Independent Contractor and that the Sub-Lessee shall have no right or entitlement to proceed against the Telecommunication Regulatory Commission of Sri Lanka, the Government of Sri Lanka or any other governmental or statutory body in relation to any matter arising under this Agreement, and any such action shall lie only against the Lessor.
- 12) The stamp duty and legal fees applicable on this Agreement shall be borne by the Sub-Lessee.
- 13) All notices to be served under this Agreement shall be in writing and shall be deemed sufficiently served if sent by registered post to the respective addresses of the parties as given herein.

- 14) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties and agreements relating thereto.

IN WITNESS WHEREOF the Sub-Lessor and the Sub-Lessee have caused their respective Common Seals to be affixed hereto and to three others of the same tenor and date as these Presents at Colombo on this ____ day of _____ in the year Two Thousand and Twenty ____ (20____).

SCHEDULE ABOVE REFERRED TO:

Description of the Demised Premises:

The Demised Premises shall comprise the following areas within the Colombo Lotus Tower, No. 320, D.R. Wijewardana Mawatha, Colombo 02:

- 1) Restaurant Space on the Twenty-Seventh (27th) Floor of the Tower:
 - a) Net Dine-in Area: Nine Thousand Six Hundred and Twenty square feet (9,620 Sq. ft.)
 - b) Total Area including the lift lobby: Ten Thousand One Hundred square feet (10,100 Sq. ft.)
- 2) Basement Kitchen Area: Approximately Five Thousand square feet (5,000 Sq. ft.)

All as demarcated on the sketch plan annexed hereto as Annexure 1 which forms an integral part of this Agreement.

LAND SCHEDULE ABOVE REFERRED TO:

1. All that divided and defined allotment of land marked "Lot B" depicted in Plan No. 3115 dated 05.11.2015 made by P.M.Sunil, Registered Licensed Surveyor situated along D.R.Wijewardana Mawatha in Suduwella Village in ward No. 24, Suduwella within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo and Grama Niladhari Division of Suduwella in the District of Colombo, Western Province and which said "Lot B" is bounded on the North by D.R.Wijewardana Mawatha, on the East by Lots A and C hereof on the South by Lot C hereof and on the West by Lot C hereof and containing in extent Two Roods and Eight Decimal Two Nine Perches (A0 R2 P08.29) or 0.2233 Hec. together with everything standing thereon according to the said Plan No. 3115.
2. All that divided and defined allotment of land marked "Lot C" depicted in Plan No. 3115 dated 05.11.2015 made by P.M.Sunil, Registered Licensed Surveyor situated along D.R.Wijewardana Mawatha in Suduwella Village in Ward No. 24, Suduwella within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo and Grama Niladhari Division of Suduwella in the District of Colombo, Western Province and which said "Lot C" is bounded on the North by Lot 7 in Plan No. 1882 D.R.Wijewardana Mawatha, Lots B, A, hereof and land of Railway Department, masonry Drain and Lot S hereof on the South by Masonry Drain, Lots S,R, Q,P,O and F hereof and on the West by Lots O, F hereof and Lot 7 in Plan No. 1883 and containing in extent Four Acres and Twenty Nine Decimal Two One

Perches (A4 R0 P29.21) or 1.6926 Hec. together with everything standing thereon according to the said Plan No. 3115.

3. All that divided and defined allotment of land marked "Lot D" depicted in Plan No. 3115 dated 05.11.2015 made by P.M.Sunil, Registered Licensed Surveyor situated along D.R. Wijewardena Mawatha in Suduwella Village in ward No. 24, Suduwella within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo and Grama Niladhari Division of Suduwella in the District of Colombo, Western Province and which said "Lot D" is bounded on the North by D.R.Wijewardena Mawatha, on the East by Lot 7 in Plan No 1882, on the South by Lot F hereof and on the West by Lot F hereof and containing in extent Fifteen Decimal Seven Eight Perches (A0 R0 P15.78) or 0.0399 Hec. together with everything standing thereon according to the said Plan No. 3115.
4. All that divided and defined allotment of land marked "Lot E" depicted in Plan No. 3115 dated 05.11.2015 made by P.M. Sunil, Registered Licensed Surveyor situated along D.R.Wijewardena Mawatha in Suduwella Village in ward No. 24, Suduwella within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo, and Grama Niladhari Division of Suduwella in the District of Colombo, Western Province and which said "Lot E" is bounded on the North by Lot F hereof on the East by Lot 7 in Plan No. 1883, on the South by Lot F hereof and on the West by Lot F hereof and containing in extent Nine Decimal Three One Perches (A0 R0 P09.31) or 0.0235 Hec. together with everything standing thereon according to the said Plan No. 3115.
5. All that divided and defined allotment of land marked "Lot O" depicted in Plan No. 3115 dated 05.11.2015 made by P.M. Sunil, Registered Licensed Surveyor situated along D.R. Wijewardena Mawatha in Suduwella Village in ward No. 24, Suduwella within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo, Western Province and which said "Lot O" is bounded on the North by Lots F and C hereof on the East by Lots C and Q hereof on the South by Lot P hereof and on the West by Lots N and F hereof and containing in extent Nought Decimal Five Two Perches (A0 R0 P00.52) or 0.0013 Hec. together with everything standing thereon according to the said Plan No. 3115.
6. All that divided and defined allotment of land marked Lots 1,2,3,4,5 and 6 depicted in Preliminary Plan No. 9401 dated 06.12.2013 made by Surveyor General situated along D.R.Wijewardena Mawatha bearing Assessment No. 320 in Suduwella Village within the Municipal Council Limits of Colombo in the Divisional Secretariat Division of Colombo, and Grama Niladhari Division of Suduwella in the District of Colombo, Western Province, in the Democratic Socialist Republic of Sri Lanka and which said Lots 1,2,3,4,5 and 6 are bounded on the

North : Premises bearing Assessment No. 294, 300 D.R.Wijewardena Mawatha, Lot 1 in Preliminary Plan No. 6747, DR Wijewardena Mawatha, and Lots 1,2,3 and 5 in Preliminary Plan No. 9252.

East : Lot 1 in Preliminary Plan No. 6747, D.R. Wijewardena Mawatha, Lots 1,2,3 and 5 in preliminary Plan No. 9252.

South : Lot 5 in preliminary Plan No. 9252 and Beira Lake.

West : Beira Lake, Premises bearing Assessment No. 294 and 300 D.R. Wijewardena Mawatha.

And containing in extent One Decimal One Three Seven Two Hectares (1.1372 Hec) together with everything standing thereon according to the said Preliminary Plan No. 9401.

Lessor

Signed on behalf of

COLOMBO LOTUS TOWER MANAGEMENT COMPANY (PRIVATE) LIMITED

Company common seal, signature and the Left Thumb impression of Director/Directors has to be affixed

Sub-Lessee

Signed on behalf of

Company common seal, signature and the Left Thumb impression of Director/Directors has to be affixed and their thumb impressions

WITNESSES:

Signed in our presence and we do hereby declare that we are well acquainted with the Executants and know their proper names, occupation and residencies

- 1.
- 2.

NOTARY PUBLIC

ANNEXURE 1 – Sketch plan of the Demised Premises.