

DUPLICATE

**COLOMBO MUNICIPAL COUNCIL**

**INVITATION FOR TENDERS (IFB)**

T'phone No : 2686389 Fax No : 2662329

**Tender for Hiring Rate Of Vehicle and Machinery (Utility Vehicles & One Jeep)**

TENDER/BIDS OPENING DATE: 16 -11-2021 - at 10.00 AM

TENDER NO: CPD03/ 2200/ 2021

**PART I**  
**(For office use only)**

NAME OF THE FIRM:-

.....

RECEIPT NO:-

.....

DATE:-.....

.....

**ISSUING OFFICER**

**PART II**

(To be filled by the Tenderer)

1. NAME OF THE FIRM:-

.....

2. BUSINESS ADDRESS: -.....

.....

3. TELEPHONE NUMBERS:-

.....

4. BUSINESS REGISTRATION NO:-

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5. VAT REGISTRATION NO:-

.....

6. TENDER/BID SECURITY NO:-

.....

7. TENDER/ BID BOND AMOUNT

**Category A (Rate per Hour Basis ) on Wet Hire**

	Vehicle/ Machine Details	Quantity /Max	Rate per Hour without VAT	VAT	Rate per Hour with VAT	Minimum Hours per day
1	Crane – Pay Load 10 Ton	01				4
2	Crane – Pay Load 25 Ton	02				4
3	Gully Bowser (3,000 lts capacity)	01				4
4	180 HP Crawler type Dozer Machine	01				4
5	200 HP excavator Machine(Bucket Volume 1.5 Cum)	01				4
7	Snorkel with Telescopic Boom ( Height – 15m)	01				4
8	Snorkel with Telescopic Boom (Height – 20m)	02				4

**Remarks ( any other Terms & Conditions)**

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**Should be Quoted as rate per hour**

**\* Driver & Fuel has to be supplied by the Contractor.**

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**Category B - Rate per Volume Basis on Wet Hire**

	Vehicle/ Machine Details	Quantity /Max	Rate per One Bowser Volume without VAT	VAT	Rate per One Bowser Volume with VAT
01	Water Bowser with water pump (10,000 lts. Tank capacity) (With Water & Helper)	03			

**Remarks ( any other Terms & Conditions)**

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**Should be Quoted as rate per Bowser Volume**

**\* Driver, Helper & Fuel has to be supplied by the Contractor.**

**Category C: Rate per Month Basis**  
**(without Fuel)**

	Vehicles / Machinery	Quantity /Max	Rate Per Month basis without VAT	VAT	Rate Per Month basis with VAT
1	Jeep (Back up Vehicle )	01			

**Remarks ( any other Terms & Conditions)**

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**Should be Quoted as rate per Month**

**\* Driver & Fuel Will be supplied by the Colombo Municipal Council**

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PART III

**Remarks ( any other terms & conditions)**

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**\* Driver, fuel & Lubricant should be supplied by the supplier at his cost for all Vehicle, Machinery & Equipment, except the Jeep (Backup Vehicle).**

**I agree that the price given in this bid is valid for acceptance for a period of not less than one year from the date of closing of bid and the quoted price will be firm and not subject to adjustment not can it be withdrawn after closing of the tender.**

.....  
**SIGNATURE OF TENDERER/ BIDDER,  
AND SEAL OF THE FIRM.**

**NAME OF SIGNATORY IN BLOCK CAPITALS: -**

.....  
...

**ADDRESS :-**

.....  
.....  
...

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**COLOMBO MUNICIPAL COUNCIL**  
**CENTRAL PROCUREMENT DEPARTMENT**

**TENDER/BID CONDITIONS**

Please follow Tender/ Bid Notice Published on 27 /10 / 2021 in the **Daily News, Dinamina and Thinakaran** for Details of Bids items.

Tenders will be received up to **10.00a.m. on 16 / 11/ 2021** and will be opened immediately.

**PART 1**

**COMMON TO ALL TENDERS/BIDS :**

1. Tender Security (Bid Bond/Bank Guarantee) obtained in favour of the Municipal Commissioner. to the value of **Rs.50,000.00** valid for a period of **16 / 11 /2021 to 14 /05 /2022 (180 days** (one hundred and eighty days) from the closing date of tender shall be provided along with the Tender. Bank Guarantee shall be obtained only from a recognized Bank accepted by the Central Bank of Sri Lanka under Banking Act No: 30 of 1988. Tender/ bid Security format is attached.
2. TENDERS shall be forwarded with Duplicate. Both copies of the Tender shall be signed and sealed by the Tenderer and enclose in separate envelopes and Seal, each shall be marked “ ORIGINAL’ DUPLICATE” and the Name of the tender Item and Closing Date: and Address to the “Municipal Commissioner” Colombo Municipal Council, Town Hall, Colombo 07. Thereafter Both ORIGINAL and DUPLICATE shall be enclosed to one envelope and sealed AND mark the Name of Tendered item to be supplied on top left hand corner and Closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07. TENDERS / BIDDER’S Name and Address shall be written on each envelope.
3. **Tenderer’s Name and Address should not be written on each envelope. That any words Mark or other reference on the cover or envelope. Identifying the name of the Tenderer / Bidder with change the tender to be invalid.**
4. The duly perfected Tenders Shall be deposited in the Tender Box kept in the Municipal Secretary’s Department, Town Hall, Colombo 07, before closing as per time and date, published in the press Notice.
5. TENDERERS or their authorized representatives are allowed to be present at the time of opening of the Tenders.
6. The prices Tendered shall be kept valid for acceptance for a period of one year from the date of closing Tenders. The prices quoted shall be firm and not subject to adjustment for any reason and no tenders can be withdrawn after the closing of Tenders.

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7. Tender securities will be returned as promptly as possible after the letter of award is given and enter into an agreement together with a performance bond. Unsuccessful Tenderer's Tender Security will be released after the said letter award.
8. Immediately after the receipt of the Letter of award, the Tenderer shall submit a guarantee from a Bank mentioned under Item No. 01 above for a amount equivalent to  
Rs. 50,000.00 - If Selected for 1-10 Hiring Vehicles  
Rs. 100,000.00 - Over 10 Hiring Vehicles

form of a performance Guarantee obtained in favour of the Municipal Commissioner in the Tendered Currency within 07 days with a letter of acceptance and enter into an agreement with the Colombo Municipal Council for the due and satisfactory performance of the contract. The Tenderer should bear the cost of stamps if any that shall be affixed to the contract. Performance Security Format is attached.

9. The Tender Security shall ensure the completion of all obligations under the contract and the aforesaid performance Guarantee shall be valid for **Thirteen months** Payable on demand at Colombo.
10. All documents provided by Tender should be certified as true copy with official seal of the firm.
11. The Colombo Municipal Council reserves the right to accept or reject any Tenders or part thereof without giving any reason whatsoever.
12. If the VAT registered Vat Registration certificate shall be submit with the Tender.

**13. UNDER THE EXTRAORDINARY GAZETTE NO. 1530/13 DATED 01<sup>st</sup> January 2008 ALL PAYMENTS OF RS. 25,000/- AND ABOVE WILL BE SUBJECTED TO STAMP DUTY of Rs.25/=**

14. **Cancellation** – (According chapter V-16 of gazzeted by-law of Colombo Municipal Council on

17/09/2021)

- a) If the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do any action in relation to obtaining, or the execution of, any Council contract;
- b) If the contractor shall have shown or for borne to show favour or disfavour to any person in relation to any Council contract;
- c) If the acts described in (a) and (b) shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor);
- d) If in relation to any contract with the Council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Bribery and Corruption Acts.

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- e) If the Contractor shall become bankrupt, make an arrangement with creditors, go into liquidation etc.
- f) If the Engineer or Architect certified in writing that the Contractor :-
  - I. Has abandoned the Contract,
  - II. Has failed to commence the works,
  - III. Has failed to proceed with the works with due diligence,
  - IV. Has failed withing a reasonable period to pull down or replace work after being instructed to do so,
  - V. Is not executing the works in accordance with the contract.

**PART II**

Municipal Commissioner,  
Colombo Municipal Council.

**Invitation of Tender/Bid for Obtain of Hiring Rates of Vehicle and Machinery**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to Tenders and Terms and Conditions of Tender” pertaining to the above Tender, along with Schedules below thereto, do hereby undertake to supply service and maintain referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions. The make up of the aforesaid total Tender Price is given in the accompanying Price Schedules.

1. I/We confirm that this offer shall be open for acceptance until granting the awarding letter for the supply service And that it will not be withdrawn or revoked prior to that date.
2. I/We attach hereto the following documents as part of my/our Tender:
  - (1) Price Schedules.
  - (2) Vat registration certificate.
  - (3) The Tenders should submit the certificates of registration or anyother document to prove the ownership, and capacity of the vehicles at the time of submitting their tender.
  - (4) If the tenderer wish to provide Vehicle & Machinery Equipment’s on hire which are not owned by the tender, the consent letter should be submitted with the tender from the other supplier.
  - (5) Tender/Bid Security.
  - (6) Documentary evidence to establish qualifications for the performance of the Contract. Tenderer should have past experience in hiring Rate of Vehicle & Machinery Equipment’s & proof documents should be attached with the tender.
  - (7) Agreed Letter general hire conditions to obtain Hiring Rate of Vehicle & Machinery Equipment’s Ownership details of the firm.
  - (8) Any other document.
3. I/We understand that the Council is not bound to accept the lowest tender and that the Council reserves the right to reject any or all bids or to accept any part of a Tender without assigning any reasons therefore.



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

5. My/Our Bank Reference is as follows

.....  
.....  
.....

Signature of Tenderer

.....

Name of Tenderer : .....

Address : .....

Fax : .....

E-mail : .....

Date : .....

Tenderer

By Order

**MUNICIPAL COMMISSIONER**  
COLOMBO MUNICIPAL COUNCIL  
TOWN HALL, COLOMBO 07

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**General Hire Conditions to obtain Hiring Rates for Vehicles/Machinery.**

01. The rates of Tender /Bid should be valid for a period of one year.
02. Tenders/Bids should be submitted with the Tender Security (Bid Bond) as mentioned in the tender conditions. Tenders/Bids without Tender Security (Bid bond) will be rejected.
03. The successful tenderer should submit a performance Security/Bond for a period of thirteen months.
04. The successful tenderer should enter in to an agreement with the council.
05. The tenderer should supply the vehicles/Machinery with fuel, lubricant and the driver/operator.
06. The CMC is not liable to any accident involved with the vehicle/Machinery.
07. The tenderer should submit the certificates of registration or any other document to prove the ownership, and capacity of the vehicle at the time of submitting their tender. Preference will be given to tenders who have their own vehicle fleet to hire. If the tender wish to supply Vehicles/Machinery on hire which are not owned by the tenderer, the consent letter should be submitted with the tender from the other supplier.
08. The successful tenderer should make vehicles/Machinery available for hire at any time on call by the Equipment Secretariat of Municipal Workshop of Colombo Municipal Council.
09. Hiring rates for all Machinery in category A should be per hour basis. Hiring rates for water bowser in category B should be per Volume basis. Hiring rates for Backup Vehicle in Category C should be per monthly basis. The hiring rates should be indicated according to the attached form.
10. VAT registration number should be clearly mentioned, If the bidder is registered for VAT.
11. All the Vehicles/Machinery hired should be in good condition.
12. Payment will be done monthly basis.
13. Tenderer should have past experience in hiring Vehicles/Machinery & proof documents should be attached with the tender.
14. tenderer shall indemnify the Colombo Municipal Council from any losses, damages claims made by any party.
15. The Colombo Municipal Council reserves the right to accept or reject any bids or part thereof without giving any reason what so ever..

**I agreed to abide by the above conditions-**

-----  
**Signature & Rubber Stamp**

-----  
**Date**

**Conditions of Hiring Of Backup Vehicles Jeep / Double Cab.**

1. Jeep / Double Cab should be in good Condition.
2. Jeep/ Double Cab Vehicle Reg. No. Model, Type and Year of Manufacture should be provided.
3. Jeep/ Double Cab will be used as backup vehicle required by. Hon. Mayor & Deputy Mayor.
4. The Offered rates should be valid for one year.
5. The tenderer should supply the vehicle. The driver & fuel will be supplied by the Council.
6. All repairs to be carried out by the selected tenderer.
7. The Vehicle Should be fully insured.
8. No advanced payment will be made.
9. Maximum mileage requirement for month is about 2500km.
10. The successful tenderer should make vehicle available for hire at any time called by the equipment Secretariat.
11. The Hiring Rate Should be indicated according to the attached form.
12. All Hiring Rates Should be only in monthly basis.(charges per month)
13. All Accidents will be reported to the selected tenderer and the Tenderer has to take responsibility regarding the insurance claims and repairs, A Jeep/ Double Cab with same condition has to be provided until the repairs are over.
14. CMC has the sole authority to terminate the contract at any time decided by the Council.

**I agreed to abide by the above conditions**

-----  
**Signature & Rubber Stamp**

-----  
**Date**

## Bid Bond/Bid Security

[Note: the purchaser is required to fill the information marked as "\*" and delete this note prior to selling of the tender document]

[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:** Municipal Commissioner, Colombo Municipal Council.

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

**TENDER/BID GUARANTEE No.:** ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Tenderer; if a joint venture, list complete legal names of partners] (hereinafter called "the Tenderer/Bidder ") has submitted to you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Tender/Bid") for the supply of [insert name of Supplier] under Invitation for Tenders/Bids No. ----- [insert IFT number] ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders/Bids must be supported by a Tender/Bid Guarantee.

At the request of the Tenderer/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 Tenderer/Bidder is in breach of its obligation(s) under the tender conditions, because the Tenderer/Bidder:

- (a) has withdrawn its Tender/Bid during the period of tender validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers/Bidders (hereinafter "the ITT/ITB"); or
- (c) having been notified of the acceptance of its Tender/Bid by the Purchaser during the period of tender 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 ITT/ITB.

This Guarantee shall expire: (a) if the Tenderer/Bidder is the successful Tenderer/Bidder, upon our receipt of copies of the Contract signed by the Tenderer/Bidder and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer/Bidder is not the successful Tenderer/Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer/Bidder that the Tenderer/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) of authorized representative(s)]

## Performance Security

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----- \* **Beneficiary:**  
Municipal Commissioner, Colombo Municipal Council

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

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

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]

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**Very Important**

**According to the Standard By-Laws of Colombo Municipal Council of the Extraordinary  
Gazette Notification No.2245/30 dated 17.09.2021**

*(Local Authorities (Standard By-Laws) Act no 6 of 1952 -Extraordinary Gazette Notification No.541/17 dated  
20.01.1989)*

**Following details shall be read carefully as per the Part V of the by law.**

TENDERER'S Name and Address should not be written on each envelope. That any words Mark or other reference on the cover or envelop, identifying the name of the Tenderer with change the tender to be invalid. (Please see I.T.T. 22.2 ( C) of Tender data sheet II