



**COLOMBO MUNICIPAL COUNCIL
INVITATION FOR TENDERS (IFB)**

T'phone No : 2686389 Fax No : 2662329

**BID FOR RENTING OF MAYOR'S BUNGALOW PREMISES OF
COLOMBO MUNICIPAL COUNCIL FOR OPERATION AND
MANAGEMENT OF VEHICLE PARKING .**

TENDER NO. : CPD21 /1621 / 2024
TENDER OPENING DATE AND TIME : 15 - 08 - 2024 @ 10.00 am

PART I

(For office use only)

Name of the Firm:

Department Receipt No : - MT's Receipt No :

.....

Issuing Officer

Date: -.....

PART II

(To be filled by the Tenderer)

1. Name of the Tenderer: -
2. Business Address: -
3. Telephone Numbers: -
4. Fax Numbers: -
5. Email Address : -
6. VAT Registration No: -
7. Tender Security No: -
8. Tender Security Amount: -

(To be filled by the Bidder)

**BID FOR RENTING OF MAYOR'S BUNGALOW
PREMISES OF COLOMBO MUNICIPAL COUNCIL FOR
OPERATION AND MANAGEMENT OF VEHICLE
PARKING.**

BID FOR RENTING OF MAYOR'S BUNGALOW PREMISES OF COLOMBO MUNICIPAL COUNCIL FOR OPERATION AND MANAGEMENT OF VEHICLE PARKING.

CONDITIONS OF CONTRACT

Section 1

1. Scope

The selected bidder shall operate and manage vehicle parking in Colombo Municipal Council's mayor's Bungalow premises.

Location- No.18, Sir Marcus Fernando Mawatha, Colombo-07.

2. Space availability for vehicle parking

The Space is available for parking is **15 vehicles** at one time.

The Parking is only allowed in the places allocated for parking and the selected bidder shall not allowed to use other area for parking or any other purposes.

The Bidder shall be allowed to carry out the site inspection during office hours.

The Council has a right to cancel any parking location and the contract as a whole at any time of the contract period. In such occasions, the monthly rental payable to CMC for such locations shall be waived off and any losses incurred as a result of such cancellation to the operator whatsoever shall not be paid.

The selected bidder shall be carried out the operation without obstructing enhance to the Mayor's Centre.

3. Contract Period & Commencement Date of the Contract

The Commencement Date of the Contract is shall be 14 days from the date of letter of acceptance or any other date specified by the Municipal Commissioner. Contract duration is one year and the Municipal Commissioner of the CMC has the right to extend the contact period and the contractor is responsible to agree to extend the contract.

4. Rental payable to Colombo Municipal Council

The Contractor shall pay rental fee to CMC as a lump sum for renting out operation and management of parking fee collection in parking premises awarded. Rental shall be paid monthly on or before the end of the month.

An additional sum equivalent to 2% of the rental payable shall be charged for late payments. If the rentals due along with the surcharges, and other receivables to the Councils equal or higher than amount of Monthly Rental of two months, the Municipal Commissioner of the CMC reserves the right to terminate the contract, without giving any notice and forfeit the performance bond.

The currency applicable will be Sri Lankan Rupees.

5. Performance Security

Contractor shall provide a performance security worth of 03 months rental (rental of 03 months including taxes). This performance security shall be cash deposit with the CMC or an unconditional on demand bank guarantee from a reputed bank in Sri-Lanka, addressed to Municipal Commissioner.

The performance security shall be submitted within 14 days from the Letter of Acceptance. Failure of the bidder to submit it within the time frame specified shall be cause for the annulment of the award. In such situations Municipal Commissioner of CMC has the right to forfeit the bid securities without any further notice.

6. Award of Contract

The contract shall be awarded by the Municipal Commissioner to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has offered the highest evaluated bid price provided that such bid has been determined to be successful as per the bidding document.

Even though the bid is awarded it shall be disqualified in case of misleading or false representation in the forms, statements and attachments submitted, participated in fraud and corruption practices.

7. Non acceptance of the Bid

If any bidder has not accepted the Bid by submitting required performance security, the bid bond submitted along with the Bid shall be forfeited by the Municipal Commissioner. In such situations, the affected parking location/s will be awarded by the Municipal Commissioner to the next responsive bidder of the Tender if their quoted rate is higher than the Department Expected Revenue. If quoted rate of the next responsive bidder is less than Department Expected Revenue, Municipal Commissioner shall negotiate with next responsive bidders of such location to increase their quoted rate and award the contract if highest negotiated bid price is higher than the Department Expected Revenue. If highest negotiated bid price is also less than the Department Expected Revenue, Re-tendering will be carried out. In such situations, the previous contracts if any shall be extended by the Municipal Commissioner until new contractor is selected.

8. Execution of the Contract

Municipal Commissioner of CMC shall issue a Letter of Acceptance that will contain the basic terms and condition of the contract. On the acceptance of the Letter of Acceptance and fulfillment of all the requirements, the successful bidder shall enter in to a contract with the Colombo Municipal Council. Legal Charges prescribed below should be paid by the bidder before engage an agreement.

9. Signing of the Agreement

The successful bidder shall enter into a contract by signing the agreement within 07 days from the date of Letter of Acceptance. Failure of the bidder to enter in to such a written contract within the stipulated time shall be cause for the termination of the Contract. The Municipal Commissioner of CMC may then award the contract to the next responsive bidder.

The selected bidder shall pay the following legal fee related to signing of the agreement to the Colombo Municipal Council at the time of signing of the Agreement.

Professional fees recovered in the year 2024	
Value of the deed or agreement	Professional fees in the year 2024
	Other deeds agreement except contracts done by community Development Committees
Up to Rs. 1000,000/= or when the price is not mentioned	Rs. 15,000/= + VAT
From Rs. 500,000/=	Rs. 10,000/= + VAT
From Rs. 500,001/= to Rs. 1,000,000/=	Rs. 15,000/= + VAT
From Rs. 1,000,001/= to Rs. 5,000,000/=	Rs. 20,000/= + VAT
From Rs. 5,000,001/= to Rs. 10,000,000/=	Rs. 30,000/= + VAT
From Rs. 1,000,001/= to Rs. 50,000,000/=	Rs. 75,000/= + VAT
From Rs. 50,000,001/= or Above	Total Amount 0.5 % + VAT

10. Contractor's Obligation

- 10.1** No damage or losses should not be done for garden of the bungalow and the lawn.
- 10.2** The premises should be used only for vehicle parking but not for washing and repairing.
- 10.3** Vehicle entering the premises will be checked by the CMC security staff and No objections should not be done for it.
- 10.4** Parking of Lorries, Buses, trucks etc are not allowed for parking.
- 10.5** The management of the company should protect the peaceful environment of the premises.

11. Parking Fee Collection in the vacant locations upon termination.

Upon termination of the Contract, the vacant location will be awarded by the Municipal Commissioner to the next responsive bidder of the Tender if their quoted rate is higher than the Department Expected Revenue. If quoted rate of the next responsive bidder is less than Department Expected Revenue, Municipal Commissioner shall negotiate with next responsive bidders of such location to increase their quoted rate and award the contract if highest negotiated bid price is higher than the Department Expected Revenue. If highest negotiated bid price is also less than the Department Expected Revenue, urgent sealed quotation is called for the balance duration of the contract from the non-defaulted parking contractors by giving 07 days to submit bid. In such situations, free parking to users are allowed from the date of termination until new contractor is selected and CMC has a right to claim losses to the Council during this period from securities submitted by the Contractor.

BIDDING CONDITION**Section 2****12. Method of Bidding**

Please follow Tender/ Bid Notice Published on **26 / 07 / 2024** in the **Daily News, Dinamina and Thinakaran** for Details of Bids items.

Bidder will be received up to **10.00 a.m. on 15 / 08 / 2024** and will be opened immediately.

Bidders may obtain further information from and inspect the bidding documents at the Office of Central Procurement, Town Hall, Colombo 07, Tel: Telephone: 0112-686389,0112-686369.

1. Bidder 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 envelop 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 envelop.

2. 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.

3. 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.

13. Eligibility of Bidders

13.1 Following enterprises are eligible for bidding.

- (a) **Limited liability companies**
- (b) **Firms in case of a partnership**
- (c) **Individual business**

13.2 The CMC will not consider the following persons/companies for the award of the contract.

- 1. Who are in defaulted arrears of payments of parking rentals to the CMC
- 2. Who have failed to execute awarded parking contracts directly or indirectly with the CMC.
- 3. If a bidder has at least one Director/owner who have been a Director of a company/partnership/individual business under 1 or 2 above, the bidder shall be disqualified.

13.3 Successful bidders shall be selected on an evaluation done by the Technical Evaluation Committee appointed by the Municipal Commissioner.

The award of the contract will be based on the following,

- (a) Agreed guaranteed rental for leasing out parking fee collection.
- (b) Bidder shall be eligible and substantially responsive.

14. Qualification of Bidders

Bidders must be capable of complying with all the terms and conditions and should submit originals or true copies of under – mentioned specific documents with the tender.

Type of the Company	Required Document
Limited Liability Company	1. Certificate of incorporation. 2. Memorandum of article/ Article of a document and forms notice of change of directors/ secretary 3. Documents to prove past experiences in parking management and fee collection
Partnership	1. Certificate of Registration of the firm 2. Documents to prove past experiences in parking management and fee collection.
Individual Business	1. Certificate of Registration 2. Documents to prove past experiences in parking management and fee collection

15. Bid Securities

Each bidder should submit a bid security in the form of unconditional bank guarantee in the given format in clause no. 25 **only** from a reputed Bank in Sri Lanka acceptable to the Colombo Municipal Council, address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07. **Guarantees from insurance companies and any other format will not be accepted and those bids shall be disqualified for evaluations.** The value of the **Bid Security should be Rs.50,000/-**. Bid security (original) should be accompanied and submitted along with bid submission within the sealed envelope.

Bid price shall be valid until **150 days** from the date of tender opening & bidder **can't change the tender prices within the agreement period**. Bid Security shall be valid **150 Days, from the opening date of Bid**. The Employer shall reject any bid not accompanied by an acceptable bid security in the bidding document as a non-responsive offer.

Bid 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 Bidder's Bid Security will be released after the said letter award.

The bid security may be forfeited

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) in the case of successful bidder, if he fails within the specified time limit to
 - i. Sign the agreement
 - ii. Furnish the required performance security

16. Bid Documents

The prospective bidder shall submit the following as part of the completed set of bid documents.

- (a) **Tender Condition (section 1)**
- (b) **Bidding Condition (section 2)**
- (c) **Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.**
- (d) **Bid Security (As mentioned in item no.15)**

Bid should be submitted only in the form issued with tender documents.

Note: - All the above documents shall be submitted with the tender and any bid without such documents at the time of opening the tender will be rejected.

16.1 Sealing and Marking of Bids

- (a) The Bidder shall submit the Bid under two separately sealed envelopes marked as “ORIGINAL” and “COPY”.
- (b) The inner envelopes marks as “ORIGINAL” shall include;
 - i. Tender Condition (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.
 - iv. Original Bid Security (As mentioned in item no.15)
 - v. Certified copy of the Business Registration.
 - vi. Vat Registration Certificate (If VAT payable)
 - vii. Any other related document.
- (c) The inner envelopes marks as “COPY” shall include;
 - i. Tender Condition (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.
 - iv. Copy of the Bid Security (As mentioned in item no. 15)
 - v. Certified copy of the Business Registration.
 - vi. Vat Registration Certificate (If VAT payable)
 - vii. Any other related document.
- (d) All inner and outer envelopes shall be
 - i. Be addressed to the “Colombo Municipal Council, Town Hall, Colombo 07”
 - j. Include the name and address of the Bidder;
 - k. Name of the Contract shall be clearly written on top of the envelopes;
 - ii. Provide a warning not to open before the specified time and date for bid opening as defined in the Instructions of Bidders.
- (e) If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

17. Late Bids

Any bids received by the Employer after the deadline for submission of bids prescribed in will be rejected and returned unopened.

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

19. 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 favor or disfavor 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.
- 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 within 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.

20. Opening of Bids

The tender opening shall take place at: Colombo Municipal Council

**Address: Municipal Secretary's Department, Colombo Municipal Council
Town hall Colombo 07**

Date: 15 - 08 - 2024

Time: 10.00 a.m.

The Employer will open the bids, including modifications in the presence of the bidders authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance and names of the participating bidders will be announced.

20.1 The bidder's names, the Bid prices or any addition to the offered price, Bid modifications the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Bid shall be rejected a Bid opening expect for late Bids.

20.2 Any bid may be rejected for any one or more of the following reasons:

- (a) If any altered and / or erasures are not authenticated and if there are any irregularities of any kind.
- (b) If they are conditional or incomplete.
- (c) If they fail to comply with any of the requisite conditions.
- (d) If the bid bond is not attached to the tender.

The CMC reserves the right to reject any or all tenders and waive any requirements when in the opinion of the Colombo Municipal Council such rejection or waiver will be in the best interest of the Colombo Municipal Council. In the event the Colombo Municipal Council rejecting all tenders submitted, it reserves the right to re-advertise for new tenders.

21. Evaluation Process

The Council will evaluate and compare only the bids determined to be substantially responsive. The award will be based on highest bid value for each location in the schedule.

Qualified Bidder will be selected on an evaluation done by the technical evaluation committee based on the given specification. The decision of the council will be the final and conclusive. No bidder has the right to challenge the decision of the Council.

22. Employer's right to accept any bid and to reject any or all bids.

The CMC reserves the right to accept or reject any bid or part of the bid and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the CMC's action.

If the selected bidder and the CMC fail to reach an agreement during negotiations, the council reserves the right to reject the same and proceed to select the bidder who has forwarded next acceptable offer. This process will be repeated if necessary for subsequent offers.

23. Form of Bid Security

FORM OF BID SECURITY

..... [insert issuing agency's name, and address of issuing branch or office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date: [insert (by issuing agency) date]

BID GUARANTEE No: [insert (by issuing agency)number]

We have been informed that..... [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date] (hereinafter called "the Bid") for improvements to (insert name of contract)for Bids No. (insert reference number of the bid).

furthermore, we understand that, according to your 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 on 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 (hereinafter "the ITB"); or
- c) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the contract Form, if required, (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 the successful bidder furnishing the performance security, otherwise it will remain in force up to

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

[signature(s) and name(s) of authorized representative(s)]

24. Document Check List

Please check the document in the bid and mark availability in the last column.

No.	DOCUMENTS	Availability (Yes/ No)
01	Bid - Original	
02	Bid - Copy	
03	Tender Condition (section 1)	
04	Bidding Condition (section 2)	
05	Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.	
06	Original Bid Security (As mentioned in the clause no.5 & 15)	
07	Certified copy of the Business Registration. (As mentioned in the clause no. 13.1 & 13.2)	
08	Any other related document.	

.....
Signature of Bidder

INFORMATION OF BIDDERS

Municipal Commissioner,
Colombo Municipal Council.

INVITATION OF BID FOR RATING OF MAYOR'S BUNGALOW PREMISES OF COLOMBO MUNICIPAL COUNCIL FOR OPERATION AND MANAGEMENT OF VEHICLE PARKING PROJECT

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 provide vehicle parking service at Mayor's Bungalow Premises, in accordance with the aforesaid Instructions, Terms and Conditions. The makeup 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 provide 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:

- i.Price Schedules.
- ii.Vat registration certificate.(if Vat applicable)
- iii.The Tenders should submit the certificates of registration or another document to prove the ownership, and capacity of business at the time of submitting their tender.
- iv.Tender/Bid Security.
- v.Documentary evidence to establish qualifications for the performance of the Contract. Tenderer should have past experience in carrying a business of vehicle parking proof Equipment's & proof documents should be attached with the tender.
- vi.Any other document mentioned in the doc check list.

3. I/We understand that the Council is not bound to accept offer 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.

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

5. Bidder's experience

Bidder shall provide details of all current and past experiences in parking management or operational and management of rental collection projects assigned. Also submit the certified copies of awarding letters of these projects.

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6. My/Our Bank Reference is as

follows:.....

.....

Signature of Tenderer :.....

Name of Tenderer :.....

Address :.....

Fax :.....

E-mail :.....

Date :.....

Tenderer

7. General Program of Operation

The Bidder should explain the general program of the operation of the contract and should include the following specific information and any other information, which the bidder may consider relevant

7.1 Name and experience of the Manager proposed for this operation, number of personal likely to be employed

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.....

Signature of Bidder:

Rubber Stamp:

By Order

MUNICIPAL COMMISSIONER
COLOMBO MUNICIPAL COUNCIL
TOWN HALL,COLOMBO 07

Section 3

PRICE SCHEDULE

BID FOR RENTING OF MAYOR'S BUNGALOW PREMISES OF COLOMBO MUNICIPAL COUNCIL FOR OPERATION AND MANAGEMENT OF VEHICLE PARKING.

This bid is subjected to payments to the Colombo Municipal Council as a rental fee to operation and management the Car Parking in Mayor’s Bungalow Premises, complying all the requirements of the specifications and tender documents.

No	Location	No. of Months	Rental per Month (SLRs.)	Rental per 12 months in SLRs (No. of months X Rental per month)
01	Mayor’s Bungalow Premises of Colombo Municipal Council			
TOTAL				
Add: 18% VAT				
TOTAL WITH TAXES				

Amount of my Total Bid Price (In words without taxes) is Rupees

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I hereby agree that I have no right to change the above bid or claim for any mistake in the bid. I am aware that my bid will be rejected with no reason what if found such changes and mistakes.

Signature of the bidder:

Rubber Stamps:

Date:

Bank Details

NAME OF THE COMPANY	BANK DETAILS						TELEPHONE NUMBER	MOBILE NUMBER	E - MAIL ADDRESS
	NAME IN THE ACCOUNT	BANK NAME	BANK CODE	BRANCH NAME	BRANCH CODE	BANK ACCOUNT NUMBER			

Certified above details are correct according to the Company / Partners/ proprietor details.

- Certified bank statement copy must be attached with bank details.

.....
 Authorized Signature
 Director/ Partners/ proprietor