

COLOMBO MUNICIPAL COUNCIL.

CENTRAL PROCUREMENT DEPARTMENT
CPD/09/ 3109 /2021.

Tel No: 0112 686389

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**INVITATION OF TENDER FOR INSURANCE OF THE CENTRAL DRUG STORES –
HEALTH CURATIVE DEPARTMENT - CMC -2022.**

TENDER OPENING DATE :- 15 March 2022. TIME: 10.00 A.M.

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:-.....

5. VAT REGISTRATION NO:-.....

6. BANK & SECURITY NO:-.....

7. TENDER SECURITY AMOUNT:

8. CONTACT PERSON :.....

Should be filled by the Tenderer.**Insurance of the Central Drug Stores – Health Curative Department.**

01.	Insurance of the Central Drug Stores, at No.03, Robert Gunawardane Mawatha, Colombo 03.	
02.	The Central Drug Stores of the Health Curative Department distributes Medicine & Medical Equipment to the 45 Clinics / Dispensary of the above Department.	
03.	The period of insurance required is from 15.04.2022 to 14.04.2023 for one year.	
04.	<p>The valuation for the Drug Stores given by CMC will have to be accepted.</p> <p>(I) Stock in trade consisting of Drugs Rs. 30,000,000.00</p> <p>(ii) Stock in trade consisting of Medical Equipment & Fittings Rs. 2,000,000.00</p> <p>(iii) Building together with fixtures & Fitting Rs.40,000,000.00</p>	
05.	<p>The insurance should also cover.</p> <p>(a) Floods Riots and strikes</p> <p>(b) Fire & lighting</p> <p>(c) Bursting or overflowing of water tanks, Apparatus or Pipes</p> <p>(d) Electrical Extra</p> <p>(e) Explosion</p> <p>(f) Strike, Riot and Civil Commotion</p> <p>(g) Cyclone, Storm, Tempest</p> <p>(h) Malicious Damage</p> <p>(i) Aircraft Damage</p> <p>(j) Spontaneous Combustion</p> <p>(k) Natural Disaster Including Tsunami, Thunder storm, Tidal waves, Hurricane Typhoon, Tornadoes, due to an atmospheric disturbance, Hailstorm storm and Tempest, Windstorm, Rainstorm due to an atmospheric.</p> <p>(l) Earth quake with fire & shock</p> <p>(m) Import damage.</p>	

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CPD/09/3109/2021.

PRICE SCHEDULE				
	Premium without VAT & Tax	Amount of Vat Component	Premium with VAT & Tax	Remarks
INSURANCE OF THE CENTRAL DRUG STORES				

.....

Signature of the Tenderer & Seal of the Firm.

Date :

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT**INVITATION OF TENDER FOR INSURANCE OF THE CENTRAL DRUG STORES –
HEALTH CURATIVE DEPARTMENT - CMC -2022.****TENDER CONDITIONS**

Please follow invitation for the Tender Notice published on **23.02.2022** in the Daily News, and Dinamina for details of Tender Items.

Tenders will be received up to 10.00 a.m. on **15.03.2022** and will be opened on immediately.

PART 1.**COMMON TO ALL BIDDERS.**

1. All TENDERER should be registered under the Insurance Regulatory Commission of Sri Lanka (IRCSL) as a Insurance provider. (Copy of the registration certificate should be attached).
2. Tender/Bid Security shall be obtained in favor of the Municipal Commissioner to the value of **Rs. 20,000.00 (Rs. Twenty Thousand)** valid for **150 days (One Hundred Fifty days)** from the closing date of Tender and should be provided along with the Tender. Tender Security should be obtained only from a recognized Bank accepted by the Central Bank of Sri Lanka under Banking Act No.: 30 of 1988. (Tender Security format is attached).
3. Tenders shall be forwarded in **Original** with **Duplicate**. Both copies of the Tender should be signed and sealed by the Tenderer and enclose in separate envelopes and Seal, each should be marked "ORIGINAL" and "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 should be enclosed to one envelop and sealed and mark the Name of Tender item to be supplied on top left hand corner and Closing Date and Address to Municipal Council, Town hall, Colombo 07,

Tenderer's Name and Address should not be written on each envelop. That any words Mark or other reference on the cover or envelope. Identifying the name of the Tenderer with change the Tender to be invalid.

4. The duly perfected Tenders should 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 of 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.
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 Security. Unsuccessful Tender's Tender Security will be released after the said award.
8. Immediately after the receipt of the Letter of Award (at least 07 days) the Tenderer shall submit a Performance Security from a Bank mentioned under No. 03 above for an amount equivalent to **Rs.50,000.00** form of a Performance Security obtained in favor 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 stamp if any that shall be affixed to the contract. Performance Security format is attached.
9. The performance Security shall ensure the completion of all obligations under the contract and the aforesaid Performance Security shall be valid for **Thirteen Month (13)** payable on demand at Colombo Municipal council.
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 Tender 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 01.01.2008 all payments of Rs. 25,000/- and above will be subjected to a Stamp Duty of Rs.25/-
14. **Cancellation** –(Accordinging chapter v – 16 of Gazette by low 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.
- 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.

PART V.

INVITATION OF TENDER FOR INSURANCE OF THE CENTRAL DRUG STORES – HEALTH CURATIVE DEPARTMENT - CMC -2022.

1. The prices of the Tenders should be in Sri Lankan Currency.
2. No advance payment shall be made for any purpose unless otherwise specified or agreed.
3. Payments will be made only after receiving Insurance policy certificates.

PART VI.

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INVITATION OF TENDER FOR INSURANCE OF THE CENTRAL DRUG STORES – HEALTH CURATIVE DEPARTMENT - CMC -2022.

I/We the under signed having read and fully acquainted myself /ourselves with the contents of the “Information and Instructions to Tenderers and Terms and Conditions of Tenders” pertaining to the above Tender, along with Schedules attached. Thereto, do hereby undertake to supply and deliver the goods referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions. The makeup of the aforesaid total Tender Price is given in the accompanying Price Schedules.

2. 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.

- 3. I/We attach hereto the following documents as part of my/our Tender.
 - i. Price Schedules.
 - ii. Vat Registration certificate.
 - iii. Tender Security.
 - iv. Documentary evidence to establish qualifications for the performance of the contract.
 - v. Any other document.

4. I/We understand that the Council is not bound to accept the lowest Bid and that the Council reserves the right to reject any or all Bids or to accept any part of a Tenders without assigning any reasons therefore.

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

6. My/Our Bank Reference is as follows;

Name of Tenderer :

Address :

.....

Telephone :

Fax :

E-mail :

VAT Reg. No. :

.....

Signature of the Tenderer & Seal of the Firm.

Date :

01. Bid Guarantee

[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: ----- [name and address of Purchaser]

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

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

We have been informed that ----- [insert (by 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 (by issuing agency) date](hereinafter called
 "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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 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 (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the 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) of authorized representative(s)]

2. Performance Security

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

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----- * **Beneficiary:**---

----- [Name and Address of Employer] -----

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)]

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