

COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173

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INVITATION FOR THE TENDERS/ BIDS : TENDERS/ BIDS FOR OBTAINING A TREE CUTTING SERVICE TO CUT AND REMOVE A TAMARIND TREE IN COLOMBO 10 & JACK TREE IN COLOMBO 09.

TENDERS/BIDS NO : CPD16/1586/2021

TENDERS/ BIDS OPENING DATE : 2021.12.16 TIME: 10.00 A.M.

PART - I
(For office use only)

NAME OF THE FIRM

DEPARTMENTAL RECEIPT NO:M.T'S RECEIPT NO:

DATE:

SIGNATURE OF ISSUING OFFICER

Section 11

(To be filled by the tenderer / bidder)

Obtaining a tree cutting service to cut down and remove a Tamarind tree and a Jack tree in Colombo 10 and Colombo 09 areas.

1. Name of the Tenderer / Bidder:

.....

2. Address of the Tenderer / Bidder:.....

.....

3. Phone number:

4. Business Registration Number:.....

5. Expected amount to cut down and remove the Tamarind tree - Rs

Amount in words.....

.....

6. Expected amount to cut down and remove the jack tree - Rs

Amount in words.....

.....

7. Previous service experience

.....

.....

.....

.....

.....

Part III
Colombo Municipal Council
Central Procurement Department

Calling for tenders/Bids for **Obtaining a tree cutting service to cut down and remove a Tamarind tree and a Jack tree in Colombo 10 and Colombo 09 areas.**

1. Scope

Climb the trees, cut the branches from the snorkel machines or a crane (if necessary) remove the cut parts from the ropes and cut them into small pieces and remove them from the place and cut the trunk of the tree and handed over to State Timber Corporation.

2.General Terms and Conditions

The Municipal Commissioner of the Colombo Municipal Council, Colombo 07, Town Hall, hereby invites Tenders/ Bids for the following terms and conditions for the following tree cutting services.

1. The Municipal Commissioner reserves the right to terminate the tree cutting service in any case where the service is unsuccessful.
2. The requested amount for supply of each service should be in the tender/ bid in both figures and words. If there is any difference between the figures and words, the amount in words will be considered as the correct amount.
3. The decision of the Council on the Tenders/ Bids received shall be final and conclusive and the Council reserves the full right to accept or reject any or all the Tender/ Bids without giving reasons whatsoever.
4. "**Tender/ Bid for Obtaining a tree cutting service to cut down and remove a Tamarind tree and a Jack tree in Colombo 10 and Colombo 09 areas.**" shall be written on the top left-hand corner of the sealed envelope which contains the Tender/ Bid.
5. A Tender/ Bid Security for the value equivalent to Rs.50,000/-, obtained from a recognized Bank in Sri Lanka acceptable to Colombo Municipal Council, valid for 180 days from the date of closing of the Tender/ Bid should be submitted along with the Tender/ Bid. Tender/ Bid Securities issued by insurance firms will not be accepted. Tender/ Bids not accompanying the required Tender/ Bid security will be rejected. The format of the Tender/Bid Security is attached in Annexure 01.
6. Information on trees to be cut down,
 - Tamarind Tree - No. 49, Piyadasa Sirisena Mawatha, Colombo 10.
(A trunk about 4 feet in circumference)
 - Jack Tree - No. 85 Estate, Dematagoda Passage, Colombo 09.
(A trunk about 5 feet in circumference)
7. The successful Tenderer/ Bidder shall submit an on demand performance guarantee in the standard format from a bank acceptable to Colombo Municipal Council, for **the value equivalent to 10% of the total amount for cutting both trees.** The performance guarantee format is attached in Annexure 02.

8. Successful Tenderer/ Bidder should be submitted following insurance coverage with the letter of acceptance. As the area where these two trees are located is a densely populated area, an insurance cover amounting to Rs. 3,000,000.00 should be obtained for possible property and loss of life for a period of 2 months.
9. Tender/ Bids in **ORIGINAL** with **DUPLICATE** should be placed in the Tender/ Bid Box of the Secretary's Department at Town Hall, Colombo 07 before 10.00 hrs. **2021.12.16**. Tenders/ Bids sent by post will be rejected. Tenders/ Bids received after the closing time will be rejected.
10. Tenders should be forwarded in Original 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 Tendered**, 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 tendering item to be supplied on top left hand corner and closing Date and Address to Municipal Commissioner, Colombo Municipal Council, Town hall, Colombo 07.
11. Tenderer's Name and Address should not be written on each envelop. That any words, mark or other references on the cover or envelop, identifying the name of the tenderer with change the tender to be invalid. 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.
12. This tender / bid should provide information related to previous experience in Tree Cutting service completed.
13. Tender/ bid should not be tippexed.
14. Under the extraordinary gazette No 1530/13 dated 01st January 2008; all payments above Rs.25,000/- will be subjected to a stamp duty of Rs.25/-.

3. Method of payment

1. Payments will be made after due approval by the relevant officer certifying that the services have been performed satisfactorily.
2. All the payments are made by the online system of the Colombo Municipal Council. Bank details shall be submitted in the attached format (Annexure 03) and a certified bank statement copy (the Name & Account Number is sufficient) shall be submitted along with the document.

4. Termination of Contract

The Contract may be terminated by the Municipal Commissioner after giving written notice to the Tenderer/ Bidder of any other remedy for breach of service without prejudice. Also, action will be taken to terminate the service for the following reasons.

Cancellation – (According chapter V-16 of gazzeted by-law of Colombo Municipal Council on17/09/2021)

- 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.

Special Condition of the Contract

1. Employees employed for this purpose should be highly experienced in tree cutting.
2. The roots of the trees to be cut down are located in a house and there are a large number of shanty houses adjacent to the tree.
3. No vehicle can reach both places where the trees are located.
4. It is also difficult to reach the trees as the roots are located in a house.
5. Properly cut wood trunk should be handed over to the State Timber Corporation and the receipt should be handed over to the Colombo Municipal Council and the remaining parts of the trees should be removed from the premises.
6. No property should be damaged by the tree cutting and the selected bidder should accept responsibility for the damage.
7. The Colombo Municipal Council does not provide any equipment, vehicles or machinery to cut down trees and remove them from the premises.
8. Payment will be paid only after the completion of the relevant work.
9. Necessary approval for tree cutting should be provided by CMC.
10. The Colombo Municipal Council does not provide facilities/ equipment for the disposal of cut timber, logs and leaves and the removal of these parts should be done by the tenderer/ bidder.
11. Trees should be inspected before tendering/ bidding for tree cutting.

I/We agree to accept the conditions mentioned above and overleaf and provide effective service giving the satisfaction to the job entrusted to us.

Signature -

Name of the Person -

Designation -

Date -

(Seal of the Firm)

Annexure 01

Tender/ Bid Security

[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:*[issuing date]*

TENDER/ BID SECURITY No.:*[...]*

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

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

At the request of the Tenderer/ Bidder, we*[name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in word and figures]* 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/ Bid conditions, because the Tenderer/ Bidder:

- (a) has withdrawn its Tender/ Bid during the period of Tender/ Bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Tender/ Bid document and conditions of the General Terms and Conditions; or
- (c) having been notified of the acceptance of its Tender/ Bid by the Purchaser during the period of Tender/ 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 General Terms and Conditions.

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/ Bidder; 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

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

[Signature of authorized representative(s)]

Annexure 02

Performance Guarantee

[The issuing agency, as requested by the successful Tenderer/ 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 Service provider] (hereinafter called "the service provider") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- [insert service] -----of----- [name of service and brief description of service] (hereinafter called "the Service").

Furthermore, we understand that, according to the General Terms and Conditions, a performance guarantee is required.

At the request of the Service provider, 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, 31 days beyond the scheduled completion of contract] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

Annexure 03

Name of the Company	Bank Details						Telephone Number	Mobile Number	Email address
	Name in the account	Bank name	Bank Code	Branch Name	Branch code	Bank Account number			

- Certified copy of Bank statement (mentioned the name & bank account number is enough.) should be submitted along with the letter of acceptance.

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 No.10 and 11 of General Terms and Conditions)