

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173

Fax No. 2662329

TENDER/BID FOR: Procure of services of a Surveyor and a Licensed Surveyor

TENDER/BID NO : CPD13/3635/2022

TENDER/BID OPENING DATE : 2022.04.26 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

PART - II

(To be filled by the Tenderer/Bidder)

1. NAME OF THE FIRM:
2. BUSINESS ADDRESS:
3. TELEPHONE NUMBERS:
4. BUSINESS REGISTRATION NO:.....
5. BANK & TENDER/BID SECURITY NO:
6. TENDER/BID SECURITY AMOUNT:
7. VAT REGISTRATION :YES /NO
8. IF VAT REGISTERED VAT NO:

FORM 1 - Form of Bid – for individuals

Procure of services of a Surveyor and a Licensed Surveyor

State the Following clearly, and mark the left hand corner of the envelopes as “**Procure of services of a Surveyor and a Licensed Surveyor**”

1. The post bidden (applied) for :
2. Name in full :
3. Name with initials :
4. Address:
5. Date of Birth Year Month Date
(Certified copies of the birth certificate & National Identity card should be attached)
6. Telephone No: Residence Mobile
Email:
7. Educational and professional qualifications
.....
(Certified copies should be attached))
8. License number, date and registration number (if any).....
9. Experience
.....
(Attach a brief description with certificates & contact details)
10. Any other details (attach certified copies)
11. Expected remuneration for the service – Fill the following details.

(a) For a Licensed Surveyor

Per day (08 hr working day)

Rs.

Amount in words.....

(Minimum number of days to be attended to work = 03 days per week)

per month (12 x rate per day)

Rs.

In words

(b) For a Surveyor

Per month - (08 hr working day; should attend all working days and on any other days on requirement)

Rs.

Amount in words.....

12. Two non related referees

- 1.
- 2.

I hereby certify that the above particulars furnished by me are true and correct to the best of my knowledge.

Date

.....
Signature of the Tenderer/Bidder

**FORM 2 - Form of Bid - for a company /firm
Procure of services of a Surveyor and a Licensed Surveyor**

State the Following clearly, and mark the left hand corner of the envelopes as “Procure of a services of a Surveyor and a Licensed Surveyor”

1. Name of the Company /Firm.....
2. Company/Firm registration number:
(Company/ firm registration certificates should be attached)
3. Address:.....
.....
4. Contact details ;
 - 1) Office
 - 2) Mobile.....
 - 3) Email.....
5. Qualifications of the Company/Firm
(Attach certified copies of documents)
6. Experience of the Company/Firm.....
(Attach a brief description with certificates and contact details)
7. Any other details (attach certified copies)
8. Expected remuneration for the service – Fill the following details.

(a) For a Licensed Surveyor

Per day (08 hr working day)

Rs.....

Amount in words.....

(Minimum number of days to be attended to work = 03 days per week)

Per month (12 x rate per day)

Rs.

In words

(b) For a Surveyor

Per month - (08 hr working day. Should attend all working days and on any other days on requirement)

Rs.....

Amount in words.....

9. Details of the Surveyor and the Licensed Surveyor intended to employ in Colombo Municipal Council (should attach separately with certified copies of certificates)

Name in Full	Date of Birth	NIC No	Educational & Professional Qualifications including license number and date	Experience

I hereby certify that the above particulars furnished by me are true and correct to the best of my knowledge.

Company name

Name of the authorized officer

Designation

Rubber stamp

Date

COLOMBO MUNICIPAL COUNCIL**CENTRAL PROCUREMENT DEPARTMENT****CONDITIONS AND REQUIREMENTS OF PROCURE OF SERVICES OF A SURVEYOR AND A LICENCED SURVEYOR.****1. General Terms and Conditions**

The Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, invites bids to **provide services of a surveyor and a licensed surveyor** under the terms and conditions given below.

01. The Tenderer/Bidders shall be company/firm or individual professionals. In the case of a company, the Tenderer/Bidder should be registered as a **service provider** in the Democratic Socialist Republic of Sri Lanka and relevant copy of company/firm registration documents should be attached with the Tender/Bid.
- 02. The Tenderer/Bidders shall be qualified surveyors or qualified licensed surveyor. If a company/firm, it should have a registration as a service provider (surveying).**
03. The contract will be **valid for 12 months** from the date of commencement. However the contract may be renewed annually on the performance of Surveyor/ Licensed Surveyor with the approval of the General Council of Colombo Municipal Council.
04. A Tender/Bid security for the value equivalent of Rs. **50,000.00/- obtained from a recognized Bank in Sri Lanka acceptable to Colombo Municipal Council**, valid for **150 days** from the date of closing of the Tender/Bid should be submitted along with the **Tender/Bid** for each post separately. Tender/Bid Securities issued by Insurance firms will not be accepted. Tender/Bids not accompanying the required Tender/Bid guarantee will be rejected. Tender/Bid Security format is attached herewith (Annexure 01).
05. 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.
06. 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.

07. The successful Tenderer/Bidder or company/firm should provide the regular **services of a Surveyor and a Licensed Surveyor from a date fixed by the Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, even at a short notice.**
08. The successful Tenderer/Bidder should fulfill all his obligations under the relevant service of laws and regulations with regard to appointments and payments of wages, EPF, ETF, etc. towards the persons employed for the purpose of executing the contract. The Colombo Municipal Council is not liable for any EPF & ETF matter.
09. The Municipal Commissioner reserves the right to **terminate the procuring the services at any time on unsatisfactory execution of the service of a surveyor or licensed surveyor.**
10. The successful Tenderer/Bidder will be required to **execute legal agreement** with the Colombo Municipal Council for providing satisfactory service to the Colombo Municipal Council.
11. Immediately after the receipt of the letter of award (within 07 days) the successful Tenderer/Bidder should submit a performance guarantee for an amount equivalent to **5% of the contract sum** as a performance guarantee obtained in favor of the Municipal Commissioner of Colombo Municipal Council, in the bidded currency, with a letter of acceptance and enter into an agreement with the Colombo Municipal Council for the due and satisfactory performance of the contract. Performance guarantee format is attached herewith (Annexure 02).
12. No advance payment will be made by the Colombo Municipal Council and the payment will be made monthly. Deductions will be made for the non-performance / inadequate provision of service as decided by the Public Assistance Department / Council. Evaluating the service provided/ performance of the service provider, the payment will be certified by an officer of the Public Assistance Department. 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.
13. 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.
 - 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.
14. Total working hours are 8 hours per day on a public working day. Working duration shall be at 8.30 a.m to 4.30 p.m. If the eligible Tenderer/Bidder works more than 4 ½ hours and less than 8 hours per day he is only eligible for half day payments.
15. The successful service provider shall sign in / sign out on face detector on the respective working days. (during COVID 19 pandemic period the instructions issued by the Colombo Municipal Council shall be followed on attendance)
16. The number of working days for a month for the Surveyor and the Licensed Surveyor shall be decided by the Director Engineering (Land Management and Environmental Development)
17. After signing the agreement according to the duties assigned, all the documents shall be prepared correctly. If not, loses shall be recovered from performance security or agreed monthly payment or action may be taken according to the prevailing law.
18. The successful Tenderer/Bidder shall not disclose any confidential information related to the property of the Council or any information related to the said services or the Council's business or operation to any other party without prior written approval of the Municipal Commissioner of Colombo Municipal Council during the period of the service and even after its expiration.
19. The rate / remuneration per day and per month quoted by the Tenderer/Bidder should be written in both figures and words. If there is a difference between the amount in words and figures, the amount in words will be considered as the correct amount. The VAT components should be shown separately if applicable and should attach a copy of VAT registration. If VAT exempted company, relevant letter should be submitted with the Tender/Bid.
20. The decision of the Council on the offers received shall be the final and conclusive and the Council reserves the full right to accept or reject any or all the offers without giving reasons what so ever.
21. Any information in the Tender/Bids shall not be tippexed.

22. Original Tender/Bid with duplicate should be placed in the tender box (Bid Box) of Municipal Secretary’s Department at the Town Hall, Colombo 07 before 10.00 a.m. onTender/Bids sent by post will be rejected. Tender/Bids received after the closing time also will be rejected.

23. 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/-.

I agree to the above conditions.

For individual Tenderer/Bidders

Name

Signature

Rubber stamp

Date

For a company/firm

Name of the company/ firm.....

Name of the authorized officer

Designation

Rubber Stamp

Date

Colombo Municipal Council
Procure of Services of a Surveyor and a Licensed Surveyor
Terms of Reference and Scope of Services

1. Back Ground

Colombo Municipal Council (CMC) is the largest local authority in Sri Lanka and one of the oldest in South Asia. Established in 1865, it has grown into a large organization catering to the needs of residents in the city. Today the Council with 16 departments is mainly responsible for the provision of services such as public health and curative services, solid waste management, maintenance of roads, lands and environmental development, street lighting, water and drainage, and veterinary services. In addition to these there are numbers of departments providing social services, sports and recreation, library services together with finance, rates, secretarial and training.

2. Scope of Work

- Surveying and certification after preparation of plans of the lands of the Colombo Municipal Council.
- Inventorying and updating of the lands of the Colombo Municipal Council
- Preparation of survey documents for municipal lands within the Municipal Council limits that are required to be given on lease and obtaining approval for them.
- Certification after preparation of plans and documents required for the acquisition and development of lands.
- Marking the street lines and building lines, preparation of documents required for the legal suits regarding lands and appearing in court and other institution on behalf of the Municipal Council.
- Confirming that the building is free of the street lines/ building lines when issuing Certificate of Conformity.
- Assisting the plan approving process by marking the details of government and Municipal Council lands that are situated surrounding the relevant lands, for which building applications have been submitted for approval to the City Planning Division.
- Marking the Fire Gap Lines / acquisition boundaries.
- Inspection, preparation of reports and submission when required with regard to the decisions given by legal officers.
- Amending the existing street lines / planning new street lines for identified new proposals.
- Surveying of lands and preparation of survey plans as entrusted by the Municipal Commissioner and Director Engineering (Land Management and Environment Development) from time to time as per the requirements of the Colombo Municipal Council.
- Any additional duty entrusted by the Colombo Municipal Commissioner and Director Engineering (Land Management & Environmental Development Division)

3. Specification for Procure of Services

The successful Tenderer/Bidder should have **educational and professional qualifications of a registered licensed surveyor or a surveyor.**

4. Power of tender board to accept or reject the offers

The Council reserves the right to reject any Tender/Bid without abducting any reason. The Council is not liable and not bound to accept the lowest price Tenderer/Bidder.

5. Composition and evaluation of Tender/Bids

Tenderer/Bidder should be qualified on the information furnished by the Tender/Bid regarding their abilities to perform service of this nature, and satisfactory performance in services.

6. Proof of ability & period of contract

Tenderer/Bidders should be prepared to produce documentary evidence of ability to provide services of this type of work.

7. Eligibility of the Tenderer/Bidder

Tender/Bids are open to all the qualified personals / Tenderer/Bidders specified in the term 3 “Specification for procure of services of a surveyor and licensed surveyor”.

8. Services not to be sub-let.

The service provider shall not assign the service or any part thereof or any benefit or interest therein to any third party without the prior written permission of the Municipal Commissioner of the Colombo Municipal Council.

9. Signing of the legal agreement.

The successful Tenderer/Bidder should enter into a legal agreement with the Municipal Commissioner of the Colombo Municipal Council after receiving the letter of acceptance.

10. Applicable Law.

The Tenderer/Bidder and any contracts resulting there from, shall be governed and abide by the laws of the Democratic Socialist Republic of Sri Lanka.

11. Mode of payments.

Payments will be made monthly certified by the Director Engineering (Land Management & Environmental Development) and approved by the Municipal Commissioner or Deputy Municipal Commissioner of Colombo Municipal Council that the services have been provided satisfactorily.

12. Termination of Contract

The Municipal Commissioner of Colombo Municipal Council may without prejudice to any other remedy for breach of contract by written notice of fault sent to the successful Tenderer/Bidder to terminate the contract on following.

- a) If the service provider fails to provide the services as required and within the time agreed or any extension thereof granted by the commissioner of Colombo Municipal Council.

- b) If the service provider fails to perform any other obligation(s) under the service providing survey service. If the service provider in either of the above circumstances does not respond within a period of ten(10) calendar days after receipt of the notice of default from the Municipal Commissioner of CMC, specifying the nature of the default(s).
- c) Service provider shall terminate this agreement by giving one month notice in written to the Colombo Municipal Commissioner.

13. General Provision

The service provider shall indemnify the Democratic Socialist Republic of Sri Lanka against any claim by or in respect of any employee of the contractor under the Workmen’s Compensation Ordinance, No.19 of 1934 or any statutory amendments, modifications or extensions thereof.

14. Further Information

Further information can be obtained from the Chief Accountant (Procurement) of Colombo Municipal Council, Town hall, Colombo 07 on any working day between 10.00 a.m. to 3.00 p.m. until the closing date. (Tel No 011- 2686389)

I agree to abide by the above conditions of the Tenderer/Bidder

For individual Tenderer/Bidders

Name

Signature

Rubber stamp

Date

For a company/firm

Name of the company/ firm.....

Name of the authorized officer

Designation

Rubber Stamp

Date

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 Bank Statement (Photocopy which is mentioned Name & Account Number) shall be Submit along with this Document.**

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.05/06 of General Terms and Conditions)