

COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173
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**INVITATION FOR THE TENDER/ BIDS :TENDER/ BIDS FOR JANITORIAL SERVICES TO
KALLIMUTTU EYE CLINIC PREMISES OF HEALTH
CURATIVE DEPARTMENT.**

TENDER/ BIDS NO : CPD16/2455/2021
TENDER/ BIDS OPENING DATE : 2022.01.18 **TIME: 10.00 A.M.**
PLACE : Town Hall, Colombo 07.

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. **VAT REGISTRATION NO:**
9. **Name and contact number of person who working as responsible person of executive level/ Manager:**

PART - III

Yearly rates quoted to the Providing of Janitorial Services to **Kalimuttu Eye Clinic.**

	Per Year (Daily Rate x 365)
Quoted Rate without VAT	Rs:
V.A.T. 08%	Rs:
Total cost for the year With V.A.T.	Rs:
Total Cost for Two years with V.A.T.	Rs:

Total Cost for Two years with Taxes. (in words) :-

.....

.....

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

Name :
(Block Capitals)

Address :

WITNESSES :-

01. Signature :

Name :

Address :

02. Signature :

Name :

Address :

PART - IV
COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Bidding conditions for regular maintenance and providing Janitorial services to Kalimuttu Eye Clinic.

1. GENERAL TERMS AND CONDITIONS:

The Commissioner, Colombo Municipal Council, Town hall, Colombo 07, invites sealed Bids to provide regular Janitorial Services to the Kalimuttu Eye clinic under the terms and conditions given below.

01. Prospective Tenderer/ Bidder should have excellent and track record in providing Janitorial Service to Government Departments, Corporations and other reputed organizations for a period of not less than two Years.
02. The contract will be valid for a Period of Two years (24 months) from the commencement date.
03. The successful Tenderer/ Bidder should provide the Janitorial Services from a date fixed by the Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, even at short notice.
04. The successful contractor should fulfill all his obligations under the relevant labour laws and regulations in regard to appointments and payments of wages, EPF, ETF, etc, towards the persons employed for the purpose of executing the contract.
05. Tenders/ Bids should be forwarded in Original with Duplicate. Both copies of the Tenders/ Bids shall be signed and sealed by the Tenderers/ Bidders and enclose in separate envelopes and seal, each **shall be marked “ ORIGINAL” & “DUPLICATE”** and the **Name of the Tendered/ Biddered**, 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/ Bidding 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/ Bidder'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/ Bidder with change the Tenders/ Bids to be invalid. The duly perfected tenders/ bids 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. Contractor shall be responsible to supply all necessary equipment and materials at his own cost.
08. **The Municipal Council/ Municipal Commissioner reserve the right to terminate contract at any time for unsatisfactory execution of the Janitorial Services.**
09. 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 shall certify 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.

10. A Tender/ Bid security for the value equal to Rs. 15,000/- **from a** recognized Bank in Sri Lanka **acceptable to Colombo Municipal Council**, valid for **210 days** from the date of closing of the Tender/ Bid should be submitted with the Tender/ Bid document. Tender/ Bid Securities issued by Insurance firms will not be accepted. Tenders/ Bids not accompanying the required Tender/ Bid security will be rejected. Tender/ Bid Security format is attached herewith (annexure 01).
11. Contractor shall take every precaution to avoid damages to any property or person. Any losses due to negligence of the personal deployed by the contractor will be recovered from the monthly bill.
12. The successful Tenderer/ Bidder will be required to **execute an agreement** for each Tender/ Bid for each location with the Colombo Municipal Council for the satisfactory provision of services. Agreement charges are as follows.

Agreement Amount	Legal Charges for agreement
With No Amount	Rs. 10,000/-
Rs. 0 to Rs. 500,000/-	Rs. 5,000/-
Rs. 500,000/- to 1,000,000/-	Rs. 10,000/-
Rs. 1,000,000/- to Rs. 5,000,000/-	Rs. 15,000/-
Rs. 5,000,000/- to Rs. 10,000,000/-	Rs. 25,000/-
Rs. 10,000,000/- to Rs. 50,000,000/-	Rs. 50,000/-
Rs. 50,000,000/- to Rs. 100,000,000/-	Rs. 150,000/-
Rs. 100,000,000/- to Rs. 500,000,000/-	Rs. 200,000/-
Rs. 500,000,000/- to Rs. 1,000,000,000/-	Rs. 300,000/-
Rs. 1,000,000,000/- to Rs. 5,000,000,000/-	Rs. 500,000/-

13. The successful Tenderer/ Bidder shall submit a performance securities from a bank acceptable Colombo Municipal Council, for the **equivalent 10% of two years contract price (without VAT) and valid until 28 days from the end of the contract period for each Tender/ Bid**. Performance Guarantee format is attached herewith (annexure 02).
14. Tenderer/ Bidders shall submit following additional documents with their Tender/ Bids.
- i. Business/company registration certificate - when submitting the company registration, it shall be the full document with the memorandum of articles.

- ii. Following financial statements of the Tenderer/ Bidder, certified (as true copies) by a Chartered Accountant or the Audit firm shall be submitted to comply with the financial specifications.

- * 2017/2018
- * 2018/2019
- * 2019/2020

15. **I. All the payments will be done monthly basis and consider total days as 365 per year. When calculating Monthly rate calculate as follows.**

Total cost for the year without VAT

12

16. No advance payment will be made by the Colombo Municipal Council. Payment will be made monthly and deduction for the non – performance / inadequate provision of service according to the specifications and Requirements. Payment will be certified by an officer from the respective department considering the performance. All the payments done by online system of the Payment Department. Bank details shall be submitted in attached format (annexure 03) and certified bank statement copy (mentioned the Name & Account Number is enough) shall be submitted along with the document.
17. The rate quoted in the Tender/ Bid 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
18. The decision of the Council on the offers received shall be 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.
19. “ **Tender/ Bid for Janitorial Services to the Kalimuttu Eye Clinic premises of Health Curative Department**” shall be written on the top left hand corner of the sealed envelope which contains the Tender/ Bid.
20. Bids in Original with Duplicate should be placed in the Tender Box (Bid Box) of the Municipal Secretary’s Department at Town Hall, Colombo 07 before 10.00 hrs. 18.01.2022 bids sent by post will be rejected. Bids received after the closing time will be rejected.
21. Alternative Bids will be rejected.
22. 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/-.

Specifications and Requirements

01. Sweep and clean all areas and remove all refuse, including those from waste paper baskets, Medical Officers/ Pharmacists rooms and the dressing room areas. Refuse should be collected from the tea room and any water collected from air conditioners should be removed.
02. Sweep and clean all areas including lawns, gardens, car park, drive way compound etc. **twice a day**. Maintain in good condition, the grass lawn, flower beds etc. (including cutting, cleaning and watering) Use fertilizer and other chemicals, coir dust etc. as required.
03. Dry sweep and damp mop followed by brushing, the floor **every day** to remove all marks, stains etc. brushings should be done with a solution of a approved detergent weekly to remove all scuff marks, stains etc. Apply heavy duty floor polish as directed. Brush and buff all the floor areas, skirting, handrails, kerbs etc. and other bronze and metallic items to keep them always in perfect shining condition.
04. Clean all toilets including floors, wall tiles, urinals, bidets, squatting pans, commodes, wash basins etc. **twice a day**, disinfect and deodorize daily and maintain them in a dry state all the time. Provide tissue rolls and air fresheners to all toilets as required. Maintain the flushing and draining systems always keeping them in a good usable condition.
05. Clean all doors and windows, fanlights, frames, panels etc. and keep all mirrors, all plain glasses in door sashes, window sashes, and fanlights in shining condition.
06. Clean and keep all the walls, ceilings, light fittings, fans, switches etc. always clean and dust free.
07. Clean all the furniture, glass pads, paper trays, racks and keep surfaces always dust free.
08. Clean and polish all name boards, sign boards, **monthly** to keep in perfect shining condition.
09. Wash and iron all the cotton door and window curtains **once in three months** and dry clean satin door and window curtains **once in six months**.
10. Keep clean all the gratings at the inlets of down pipes and all the gutters of the roof. Clean roof, gutters and prevent mosquito breeding sites on the premises.
11. Provide any other services required from time to time to keep the premises and surrounding areas clean.
12. Provide all cleaning supplies (detergent, glass cleaner, disinfectant, polis product, etc.) and operational material. All materials should be eco – friendly. Cleaning Material list (such as Broom, mop, detergent, disinfectant) per month shall be attached according to each location requirement. It shall be consider when evaluating.
13. Minimum number of janitors shall be one (01) with one (01) visiting supervisor per day.

14. The dispensary functions from 7.30 a.m. to 3.30 p.m. on all working days of the week. Cleaning should be done before 7.30 a.m. first time and second time should be done about 12.30 p.m.
15. All employees must accurately record their arrival and departure.
16. The Janitor should be mentally, physically fit and should be between the ages of 18 – 55 years.
17. He / She should not be residing and from the surrounding area.
18. All Cleaning, cutting, equipment's and detergents should be provided by the Tenderer/ Bidder.
19. If and when necessary pre and post arrangements to be carried out at the location, during functions.
20. Janitor should wear uniforms and identity card when on duty.
21. Tenderer/ Bidder should attach a service time table.
22. Janitors & Visiting Supervisor are required to perform their duties subject to health guidance (e.g. wearing masks etc.) regarding the control of Covid 19.
23. Should provide the necessary assistance in the running of the institution subject to the health guidance issued from time to time in relation to the control of the epidemic – Covid 19.
24. The said service provider shall ensure that 01 Labour and 01 Visiting Supervisor should attend for janitorial services daily and janitor/visiting supervisor does not report for duty proportionate amount according to the number of persons absent should be deleted from the monthly invoice as follows.

Proportionate Percentage

I.	Wages Janitors	=	30%
	Visiting supervisor	=	05%
II.	Other performance of works		
	• Sweeping, Cleaning etc.	=	40%
	• Toilet Cleaning	=	15%
	• Non Performance of other works in specification	=	<u>10%</u>
			<u>100%</u>

Deduction Rate

- I. Absent of janitors = $\frac{\text{Monthly Payment} \times 0.3 \times \text{Total no.of absent days for month}}{30 \times \text{Total no.of janitors}}$
- II. Absent of visiting supervisor = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Total no.of absent days for month}}{30 \times \text{Total no. of supervisors}}$

- III. Deduction for (In) = $\frac{\text{Monthly Payment} \times 0.15}{30} \times \text{Total no.of absent days for month}$ sweeping
- IV. Deduction for sweeping (Out) = $\frac{\text{Monthly Payment} \times 0.10}{30} \times \text{Total no.of absent days for month}$
- V. Deduction for Mopping (In) = $\frac{\text{Monthly Payment} \times 0.15}{30} \times \text{Total no.of absent days for month}$
- VI. Deduction for Toilet Cleaning (Twice a day) = $\frac{\text{Monthly Payment} \times 0.15 \times \text{Frequency of shifts of non cleaning toilets}}{30 \times \text{Frequency of shifts of cleaning toilets}}$
- VII. Deduction for non-Performance works (items 5-9) = $\frac{\text{Monthly Payment} \times 0.1 \times \text{Non performance items}}{30 \times 5}$

Monthly Rate Description

No	Activity	Covering percentage for the total cleaning service
1.	Sweeping/Floor area – Indoor (Daily)	15%
2.	Sweeping/Floor area – Outdoor (Daily)	10%
3.	Mopping. Floor area – Indoor (Daily)	15%
4.	Cleaning the toilets. (Twice a day)	15%
5.	Cleaning doors, Windows, fanlights, fans & etc and Keep clean all the gutters of the roof. (weekly)	2%
6.	Clean all the furniture & telephones. (Daily)	2%
7.	Wash and iron all the door and window curtains (within 3 month) and dry clean satin door and window curtains.(within 6 month)	2%
8.	Maintain in good condition, the grass lawn, flower beds etc. (including cutting, cleaning and watering) Use fertilizer and other chemicals, coir dust etc. as required. (Daily)	2%
9.	Polish the name boards. (Monthly)	2%
10.	Janitor (Daily)	30%
11.	Visiting Supervisor (Daily)	5%

25. Inspection of the above premises could be arranged with prior appointment with the Head Office at 104, Sir James Peiris Mawatha, Colombo 02. **Tel.0112329196 and 0112327217.**

3. BID FORMAT

Please state the following.

- 3.1. Number of Personnel on role in the Organization:
- 3.2. Number of Janitors in the organization:.....
- 3.3. Number of Supervisors in the organization:.....
- 3.4. Number of full time Janitors allocated for the locations:.....
- 3.5. Number of Visiting Supervisors allocated for the locations:.....
- 3.6. Janitors are provided with;
 - Uniforms.....
 - Company logo:

3.7. Reputed Clients

State at least Four reputed clients where the service has been provided by your company. (A list should be attached. All current clients should be included)
.....
.....

3.8. Tenderer's/ Bidder's Qualifications

State the following and submit copies of evidence.

3.8.a. Name and Address of Company, Business Registration Date and Registration Number.
.....
.....
.....

3.8.b. Date of the first service provided.
.....

3.8.c. Number of services offered in each of years: 2018, 2019 and 2020.
(Please submit the list)
.....
.....
.....

3.8.d. Agree to provide the service according to the shifts provided in the Tender/ Bid.
.....

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 of the Tenderer/ Bidder -

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, Tenders/ 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)]

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 envelope, identifying the name of the Tenderer with change the tender to be invalid. (Please see No.05/ 06 of General Terms and Conditions)