

## **Instructions to Bidders**

### **1. Eligible Bidder**

This invitation of bid is open for bidders possessing the qualification, capacity and remarkable experience in providing this type of work. Bidder shall provide such evidence to prove their eligibility satisfactory to the employer. The employer is the Colombo Municipal Council on behalf of the Mayor or the Municipal Commissioner and their successors in office who employs the contract for providing service.

### **2. One bid per bidder**

Each bidder shall submit only one bid for the service either by himself or a partner in a firm. A bidder who violates above will be disqualified and his bid will be treated as non responsive.

### **3. Cost of Bidding**

The bidder shall bear all costs associated with the preparation & submission of the bid and the Council will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

### **4. Site Visit**

The bidder is advised to visit and examine the area of providing the service and relevant items and obtain for himself about his own responsibility, all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the bidders own expense.

### **5. Clarification of bidding documents**

A prospective bidder requiring any clarification may notify the employer in writing or by fax to the Director Engineering (Land Management & Environmental Development Division) on 011-2695475 or at the address indicated in the bid.

The employer will respond to any request for clarification which he receives from all parties who have collected the bidding documents, before 07 days to the dead line for submission of bids.

The contractor shall deem to have satisfied himself before submitting his bid as to the accuracy.

**DUPLICATE**

## **6. Log Book**

The contractor shall maintain a log book at the Park Office during the execution of the contract. The log book shall be available to inspect by Colombo Municipal Council staff at any time.

## **7. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents pursuant and shall be communicated in writing or by facsimile to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by facsimile to the Director Engineering (Projects Management Division) on 011 - 2692403

To afford prospective bidders to have a reasonable time in which to take an addendum into account in preparing their bids. The Employer may extend as necessary the deadline for submission of bids.

## **8. Bid Prices**

The Bidder shall indicate the amount in rupees (per month) that he/she expected to be paid by the Colombo Municipal Council.

## **9. Bid Validity**

Bids shall remain valid till 24.01.2023

## **10. Bid Security**

The Bidder shall furnish, as part of his bids, a bid security for the value not less than 2% of the total Bid Price (Excluding Taxes) for 2 years period. This bid security shall be in the form of on demand unconditional bank/ Insurance guarantee in the prescribed format obtained from a recognized bank/ Insurance company located in Sri Lanka, acceptable to the Employer, written in the name of Municipal Commissioner, Colombo Municipal Council.

Bid security shall be valid till 23.02.2023

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as **non-responsive**.

The bid Securities of unsuccessful bidders will be returned after the successful bidder has signed the agreement and furnished the required performance security.

The bid security may be forfeited.

- (a) If the bidder withdraws his/her bid during the period of bid validity.
- (b) If the bidder does not accept the correction of arithmetical errors of his /her bid price.
- (c) 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

## **11. Format and signing of bids**

The bidder shall prepare one original and one copy of the bid documents using the bidding documents issued and submit them along with an acceptable bid security. The envelope containing the bid documents shall be clearly marked “Original” and “Duplicate” as appropriate. In the event of discrepancy between original and duplicate, the original shall prevail.

Both envelopes shall be enclosed in a sealed envelope and mark on the top left hand corner as “Bid for Maintaining Lighting System, Power Distribution Panels and Public Addressing System at Vihara Maha Devi Park” and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07. All envelopes shall be stamped with the company seal.

- (a) The bids shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bids.
- (b) Alternation of bidding documents will be considered as non-responsive and such bids will be rejected.

## **12. Deadline for Submission of Bids**

Bids shall be deposited in the tender box at Municipal Secretaries Department , Colombo Municipal Council , Town Hall – Colombo 07 on or before 10.00 hours on 28.07.2022

Bids sent by post will also be rejected.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligation of the Council and the Bidders previously subject to the original deadline will thereafter subject to the deadline as extended.

**13. Late Bids**

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

**14. Opening of bids**

The tender box will be opened immediately after the closing of Bids

**15. Detailed Bid Evaluation**

Substantially responsive bids will be evaluated by the Technical evaluation committee for consideration and acceptance. The negotiations would be held if necessary on the contents of the Bid.

If the selected bidder and the Employer fails to reach an agreement during negotiations, the Employer reserves the right to reject the same and proceed to consider the financial proposals of the next eligible bidder who has been selected for detailed evaluation.

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

The employer 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 employer's action.

**17. Notification of Awards**

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will issue a Letter of Acceptance to the successful bidder to indicate the acceptance of his/her bid. This letter shall state the contract amount to be paid by the Colombo Municipal Council to the contractor, in consideration of the Maintaining Lighting System, Power Distribution Panels and Public Addressing System at Vihara Maha Devi Park. (Thereinafter and in the conditions of contract called "the contract price")

Unless and until a formal agreement is prepared and executed, the accepted bid of the contractor together with the Letter of Acceptance shall constitute a binding contract between the contractor and the employer.

**18. Signing of agreement**

- 18.1 The agreement will incorporate the Memorandum of Understanding if any between the Employer and the successful bidder, and shall be signed by the Employer and the successful bidder.

- 18.2 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 18.3 The employer shall notify the successful bidder the date, time and venue for the signing of the agreement. The agreement shall be signed within 28 days of the letter of acceptance.

## **19. Performance security**

Within 14 days of receipt of the Letter of Acceptance from the employer, the successful bidder shall furnish to the employer on demand unconditional performance security in the form of a guarantee obtained from a reputed bank or reputed Insurance company operating in Sri Lanka and accepted by the Treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose , to an amount of , 5% of the total contract price for a period of 02 years and valid for 02 years and up to 28 days from the end of contract period.

## **20. Government imposed changes in taxes etc.**

Bidder has to take into account the future inflation and increase in wages during preparation of the bid. Government taxes such as VAT must be indicated separately in the bid.

Bid price shall not be adjusted for the rise and fall of the cost of fuel, materials, labor, equipment, machinery, plant etc.

## **21. Modifications**

Authorized officer shall be entitled to issue instructions to the contractor in writing in relation to all or any of the following.

To omit any part of the service or to cease to provide any part of the service during such times and for such period or periods as the authorized officer may determine;

To provide such services additional to the service as the authorized officer may reasonably require, provided that such additional service shall be same as or similar to the service.

## **22. Contractor's obligations**

During the contract period, contractor shall provide the service in a proper and skillful manner conforming to the contract standard to be in accordance with the written instructions and to the entire satisfaction of the authorized officer.

Should the contractor require any further instruction or information for or in connection with the performance of the service, the contractor shall make a written application for the same to the authorized officer in which the requirement is stated in adequate details.

**23. Payments**

Contractor shall submit their monthly bill before 10<sup>th</sup> day of the following month.

**24. Termination**

It the Contractor commits a breach of any of the conditions of contract under the contract, the Council shall have full right and authority to terminate the contract without giving any notice to the contractor.

**25. Recovery of damages.**

The council shall have the right and authority to take legal action for the recovery of damages caused to the council, during execution of the service.