

# **BIDDING DOCUMENT**

# Instructions

# (ITB)

# ALL DOCUMENTS AND CORRESPONDENCE TO BE

# **ADDRESSED TO:**

Chairman,

Departmental Procurement Committee,

No.27, M.I.C.H. Building,

Sir Razik Fareed Mawatha,

Colombo 01,

Sri Lanka.

Email - cscl@cscl.lk

Contact Nos. : <u>2328772/2497800</u>

## 01. INVITATION & TERMS AND CONDITIONS

### 1.0 INTRODUCTION

- 1.1 The Ceylon Shipping Corporation Ltd (hereinafter call and referred to as CSCL) the National Carrier of Sri Lanka is a government wholly owned Limited liability company engaged in ship-owning, ship operating and shipping related ancillary services in Sri Lanka, hereby call bids to obtain Janitorial Service.
- 1.2 The bidding will be done through National Competitive Bidding strictly according to the terms, conditions mentioned herein.
- 1.3 All prospective bidders are advised to read and understand the following terms and conditions covering this tender as no plea of lack of information or insufficient information will be entertained after closing of tender.

## 2.0 **INVITATION FOR BIDS**

The Chairman, Department Procurement Committee (hereinafter called and referred to as DPC) invites seal bids from registered Janitorial Service providers to undertake the Janitorial Service for CSCL, including Head office premises for the period commencing from 01<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022.

A Bidder shall submit only single bid in this Bidding.

## 3.0 <u>RIGHT OF THE DEPARTMENT PROCUREMENT</u> <u>COMMITTEE TO ACCEPT OR REJECT BIDS</u>

The **DPC** reserves to itself the right without question to accept or reject any Bid (s). Any Bid with incorrect or false information or particulars and any Bid that does not conform to the conditions of Bidding shall be liable for rejection. In the event of such services on trial basis not being performed to the satisfaction of the CSCL, the DPC shall have the right to terminate this service within 48 hours notice. The decision of the DPC shall be final and conclusive on all matters pertaining to this Bidding.

## 4.0 <u>SELECTION, ACCEPTANCE OF BID AND INTIMATION</u> <u>OF AWARD</u>

The Bid that complies with all conditions of Bidding and is evaluated as the most substantially responsive in financial, technical & past performance shall be accepted by the DPC and the notice of acceptance of such Bid shall be deemed to have been received by the successful Bidder if it has been sent by registered post, or faxed or E-mail or delivered by hand to the address given by the Bidder in his/their Bidding.

### 5.0 ASSIGNMENT OF CONTRACT

No service may be assigned due authority from CSC to obtained required services from other company to substitute the contractual obligation to be entered with CSC.

### 6.0 CLARIFICATION(S)

Any clarification with regard to the Bidding process could be obtained by contacting Head of Administration on the contacts given below:

Name:

Contact Nos. :

Email/Fax:

### 7.0 PAYMENT TERMS

Payment will be made on monthly basis upon receipt of the invoices not later than 15 days after completion of the month.

### 8.0 AMENDMENT

Amendment (s) of these terms & conditions could only be made by the DPC from time to time on or before the closing date of the bidding process. Any amendment made to terms & conditions will be communicated to prospective bidders who have purchased bidding documents in this regard.

## 9.0 EXAMINATION AND EVALUATION OF BIDS

#### 9.1 Preliminary Examination

The Offers received will be examine by the Department Technical Evaluation Committee (TEC) to determine whether bidders have submitted the required documents as per the ITB No.4. Bidders who fail to submit necessary documents will be rejected for further evaluation under detailed evaluation.

#### 9.2 Detailed Evaluation

The TEC will determined the most substantially responsiveness of each offer in terms of their financial, technical and past performance in carrying out to required service for CSC.

The TEC will submit a report to DPC with their recommendation for the final decision of the DPC.

To assist in the evaluation process of the bids received the Chairman of DPC may at his discretion will request bidders any clarification of his bid except the price revision. The request for clarification shall be made in writing or by fax.

## 10.0 CONFIDENTIALITY

Information relating to the clarification evaluation of bids and recommendation for the award of contract shall not be divulged to the bidders or to any other persons not officially concerns with the bidding process until the award is made to the successful bidder. Any effort by a bidder to influence during the evaluation of the bids or onwards may resulting the rejection of the bid.

## 11.0 <u>LAW</u>

The laws of the Democratic Socialist Republic of Sri Lanka shall govern the bidding process.

## 12.0 **DISPUTE RESOLUTION**

All disputes arising out of this bidding process shall be referred to the Arbitration in accordance with the provisions of Arbitration Act No. 11 of 1995 of Sri Lanka as amended.

## 13.0 BID PRICE

Rates indicated in the Bid submission Form shall be quoted in figures and repeated in words. In the event of any discrepancy between the rates quoted in words and in figures the rates quoted in words shall be accepted as the Bided rate.

# **CEYLON SHIPPING CORPORATION LTD.**

## 02. INSTRUCTIONS TO BIDDERS (ITB)

The Chairman, Department Procurement Committee (DPC) of the Ceylon Shipping Corporation Ltd. (CSCL) invites sealed Bids from Janitorial Service providers to undertake Janitorial Services for CSCL, including Head Office Premises for the period commencing from 01<sup>st</sup> April 2021 up to 31<sup>st</sup> March 2022.

#### 01. <u>PURCHASE OF BIDDING DOCUMENTS</u>

Bidding documents could be obtained from the Administration Division of the Ceylon Shipping Corporation Ltd., on payment in cash of a non-refundable Bidding fee of Rupees one Thousand(Rs.1,000/= plus Applicable Taxes) Bidding documents will be issued on any working day, between 9.30a.m. and 3.00 p.m. from 10/02/2021 to 01/03/2021.

#### 02. <u>SUBMISSION OF BID/CLOSING DATE AND TIME OF BIDDING</u>

Bid shall be enclosed in sealed cover and shall be marked at the bottom left hand corner, the name and address of the Bidder, and shall be marked on the top left hand corner with the words "**Bidding for the Supply of Janitorial Services CEYLON SHIPPING CORPORATION LTD**" **No. 27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01. YEAR 2021/2022** and deposited in the Bid Box kept in the Security Division of the **CEYLON SHIPPING CORPORATION LTD**, on or before the time and date above **ITB 02**, or sent under registered post to reach the **CEYLON SHIPPING CORPORATION LTD**, of the aforesaid address on or before the aforesaid time and date.

The envelope containing the Bid should be addressed in the following manner:

Chairman,

Departmental Procurement Committee,

No.27, M.I.C.H. Building,

Sir Razik Fareed Mawatha,

Colombo 01,

Sri Lanka.

#### 03. <u>PREPARATION OF BIDS</u>

Bids, not prepared on the prescribed form of Bids, submission form shall not qualify for consideration. All alterations and deletions in the Bid should be initialed by the Bidder as otherwise the Bid shall become liable for rejection. The Bid submitted shall be contained the following documents.

- 1. Form of Bid
- 2. Bids submission form
- 3. Duly signed schedule of requirement
- 4. The detailed declaration of Directors and shareholders if relevant
- 5. The Bids security guarantee as per the clause no.7 herein
- 6. Testimonials from 03 companies recently services were provided
- 7. Status report from the bankers
- 8. Certified copy of the business registration certificate of incorporation
- 9. Certificate of Registration from the Ministry of Defense
- 10. Workmen compensation Insurance certificate
- 11. Regional Officers and branches
- 12. Certified copies audited financial reports for last consecutive 03 years
- 13. Copy of the non refundable receipts obtained in purchasing the bidding document
- 14. Any standard company agreement if any,

#### 04. <u>OPENING OF BIDS</u>

Bids shall be opened immediately after the aforesaid closing time. Bids received after the closing time shall be rejected and returned unopened, to the Bidders.

#### 05. <u>VALIDITY OF BIDS</u>

The bids submit in terms of this Bidding shall be kept valid for a period of not less than 90 days (Fixed Date) from the date of opening. Any bid with a shorter period of validity shall be liable to rejection.

#### 06. <u>BID SECURITY GUARANTEE</u>

A Bid Security Guarantee from a recognized commercial bank in Sri Lanka for a sum of valid Rupees Fifty Thousand Only (Rs.50,000.00) for a period of not less than 119 days(Fixed Date)from the date of opening or receipt obtained from the CEYLON SHIPPING CORPORATION LTD, having deposited the said sum in cash, shall be submitted along with the above bid. This Bid Security Guarantee shall be returned to the successful Bidder upon signing of the contract and furnishing the Performance Guarantee referred to in clause (10) here below. The Bid Security Guarantees of unsuccessful Bidders shall be returned to them immediately upon the successful Bidder furnishing the Performance Guarantee and signing of the contract. If the successful Bidder declines or fails to enter into a contract and/or fails or declines to furnish a Performance Guarantee within the period specified in clause (10), his/their Bid Security Guarantee shall be forfeited by the CSCL.

#### 07. DECLARATION OF COMPANY DIRECTORS

Bidders who are private companies shall declare the names of the current Directors and main Share Holders while Bidders who are Government Owned Companies and Cooperative Societies, shall declare the names of the Current Directors, and the declaration appearing in the Form of Bid shall be completed where relevant.

#### 08. **PERFORMANCE GUARANTEE**

The Bidder whose Bid has been accepted as stated under the **Invitation & General Terms and Conditions No.4.0**, shall furnish a Performance Guarantee in the form of a Bank Guarantee in the amounts specified below whereupon he/they will be required to sign a contract in terms of clause (1) of the General Terms and Conditions of the below. This Bank Guarantee shall be furnished within a period of seven (07) working days from the date of delivery of the notice of acceptance issued in the manner stated under the **Invitation & General Terms and Conditions No.4.0**.

The value of the Performance Guarantee should be 10% of the contract value. The Performance Guarantee shall be from a recognized commercial bank in Sri Lanka acceptable to the CEYLON SHIPPING CORPORATION LTD.

The Performance Guarantee at above, shall be valid for a period of 13 months from the date of signing of the contract and they will be released upon satisfactory completion of the obligations under the contract signed in terms of clause (1) of the General Terms and Conditions of the bid. If the successful Bidder fails to perform his/their obligations under the contract, the Performance Guarantee furnished in the form of Bank Guarantee shall be forfeited to the Ceylon Shipping Corporation Ltd, and such failure on the part of the successful Bidder, shall without prejudice to any remedies available to the Ceylon Shipping Corporation Ltd., render the contract liable for cancellation without assigning any reasons or prior notice thereof.

Any losses/damage caused to the Ceylon Shipping Corporation Ltd, due to negligence of security personnel deployed will be recovered from the monthly bill or Performance Guarantee/Cash deposit and any further balance sum unrecoverable shall be claimed by recourse to legal action against the Contractor.