

DUPLICATE

Tender Document for

**LEASING OUT OF OPERATION AND MANAGEMENT OF
ROAD SIDE PARKING FEE COLLECTION IN THE CITY
OF COLOMBO – STAGE XX**

Colombo Municipal Council
Municipal Engineers' Department
Traffic Division
Town hall
Colombo 07.

**LEASING OUT OF OPERATION AND MANAGEMENT OF ROAD SIDE
PARKING FEE COLLECTION IN THE CITY OF COLOMBO – STAGE XX**

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CONDITIONS OF CONTRACT

Section 1

1. Scope

The selected bidder shall operate and manage road side vehicle parking lots listed by Colombo Municipal Council within the selected area in the city of Colombo.

2. Location

The list of locations of roadside vehicle parking is attached in Annexure 1 and the drawings of some locations are also attached along with bidding documents.

The standard size of each parking lot is 2.4m*5.4m in parallel parking and 2.4m*4.8m in perpendicular parking & angular parking arrangements.

The no of parking slots given in Annex 1 may vary due to various restraints. Some of parking slots have been reserved to Member of Municipal Council for the usage of their vehicles and banks for the usage cash transit vehicles. These details are also given in Annex 1. The monthly parking fee of Rs.10,000/- can be collected only from the bank reservation and no parking fee collection can be done from MMC reservation. The no of such reservations are given in Annex 1. Therefore, the Bidder should carry out their assessment on the no of available slots for parking in each location prior to bidding. The Bid rate will not be revised later due to such foreseeable restraints at the bidding stage.

The no of parking slots in the Contract may cancel fully or partly due to unforeseeable reasons at the time of Bidding. In such occurrence, Colombo Municipal Council has the right to cancel parking slots in the Contract fully or partially or to provide alternative parking in similar nature if possible.

The Council has a right to cancel any parking location at any time of the contract period by giving one-month notice in order to commence the proposed Smart Parking Project or any other specific project initiated by the council. In such occasions, the monthly rental payable to the council for such locations shall be waived off and any losses whatsoever shall not be paid.

3. Contract Period & Commencement Date of the Contract

The commencement date of the contract is 01 January 2022 and contract duration is 24 months. Completion date of the contract is 31 December 2023. However, the Council has a right to change the commencement date and contract duration without changing the completion date. In such situations, the Municipal Commissioner of the Colombo Municipal Council has the right to fix the any date after 7 days from the date of Letter of Acceptance as the commencement date for each location.

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4. Rental payable to Colombo Municipal Council

Selected bidder shall pay rental fee to Colombo Municipal Council as a lump sum for allocating parking lots for the purpose of operation and management. Rental shall be paid monthly on or before the end of the month.

An additional sum equivalent to 2% of per rent shall be charged for late payments. If the rentals due along with the surcharges, and other receivables to the Council is equal or higher than amount of Monthly Rental of two months, the Municipal Commissioner of the Colombo Municipal Council reserves the right to terminate the contract, without giving any notice.

The number of parking lots or parking locations can vary time to time due to the unforeseen site conditions at the time of Bidding. In such occasions the rental payable to CMC will be calculated based on pro-rata basis.

The currency applicable will be Sri Lankan Rupees.

The Contractor shall not charge a fee from the vehicle registered under the Colombo Municipal Council and from the Vehicles used by the Honourable Members of Colombo Municipal Council.

5. Parking rates& tickets

The Council shall fix parking fees for different type of vehicles. A ticket shall be issued to driver of the vehicle clearly displaying the vehicle type, fee, parking duration, rate, vehicle number etc.

Parking rates shall be as follows.

For Cars and Vans	Rs50.00 / hr/vehicle
For Buses and Lorries	Rs. 70.00/ hr/vehicle
For Motor bicycles	Rs. 20.00/hr/vehicle
For Three-Wheelers	Rs. 20.00/hr/vehicle
school bus	Rs 1,000.00 per month/vehicle
school van	Rs. 600.00 per month/vehicle
Office Transport Bus	Rs. 2,000.00per month/vehicle
Office Transport van	Rs.1,200.00 per month/vehicle

The approximate no of school vans & busses in the parking locations are given in the Annex 1. But it may vary time to time and Bidder should take the risk of such changes at the time of Bidding.

The Colombo Municipal Council can change parking rates at any time of the Contract period and rental payable to the Employer will be adjusted on pro rata basis by considering the average vehicle composition at the time of tariff change.

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6. Performance security

Selected bidder shall provide a performance security worth of 04 months rental (rental for 04 months including taxes) which will be valid for six (06) months beyond the contract period. This security should be an unconditioned (on demand) bank guarantee from a reputed bank in Sri-Lanka, addressed to Municipal Commissioner. However if the selected Bidder is unable to submit a performance security valid for full period mentioned above, he has the option of submitting performance security initially for one year period & extending it periodically up to that period in 7 working days prior to the validity of the previous security.

The performance security shall be forfeited for violation of condition in the agreement prior to terminate the contract. The performance security shall be submitted within 14 days from the Letter of Acceptance or before commencement date of the operation which date comes first. Failure of the bidder to submit it within the time frame specified shall be cause for the annulment of the award. CMC may then award the contract to another bidder as may be decided by the Council and Council has the right to forfeit the bid securities without any further notice.

7. Award of Contract

Successful bidder will be selected on an evaluation done by the technical evaluation committee appointed by the Municipal Commissioner.

The award of the contract will be based on the following,

- (a) Agreed guaranteed rental for parking
- (b) Background / experience of bidder (Supported by documentary evidence)
- (c) Operational aspects – experience and detail of staff that will be responsible for operating this contract, sub contractors etc.
- (d) Arrangement with regard to the management and operation of Parking lots.

8. Execution of the Contract

Colombo Municipal Council will then issue a Letter of Acceptance that will contain the basic terms and condition of the contract. On the acceptance of the Letter of Acceptance and fulfillment of all the requirements, the successful bidder will enter in to a contract with the Colombo Municipal Council.

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9. Signing of the Agreement

The successful bidder should enter into a contract by signing the agreement within 56 days from the date of Letter of Acceptance. Failure of the bidder to enter in to such a written contract within the stipulated time shall be cause for the annulment of the award. The CMC may then award the contract to another bidder as may be decided by the Council. The successful bidder should have the legal fee related to the signing of the Agreement specified by the Legal Department of the Colombo Municipal Council.

10. Contractor's Obligation

Selected Bidder shall manage the parking of vehicles in the specified area without any traffic disturbance to the public.

Employees of selected bidder who are engaged in parking management should wear uniforms during working hours for easy identification by public and the client. Discipline of the management team should ensure the dignity of the Colombo Municipal council.

A Parking ticket shall be issued to the driver of the vehicle clearly displaying the parking rate, arrival time, departure time, vehicle no.etc. as per the format given by the Colombo Municipal Council. The selected Bidder will not be allowed to collect the parking charges without issuing a ticket, and the breach of this condition may be caused to terminate the contract.

Collection of all charges levied in respect of usage of parking slots is the sole responsibility of the selected bidder and the council shall not take any responsibility for such collection or any defaulted payments under any circumstances whatsoever.

Contractor should allow provisions for such incidences when bidding prices for locations.

The demarcation of parking slots will be carried out by CMC. The board mentioning parking charges & name of the parking operator has to be installed in the parking location. The sticker for the board has to be supplied by the selected operator and fabrication and installation of the board shall be carried out by CMC. The board has to be displayed in all three languages and the sticker shall be prepared as per the guidance given by CMC and prior approval for artwork shall be obtained from CMC before the printing. The operator shall be responsible for protecting the board throughout the entire contract period.

The council will not be responsible for any public complaints on vehicular parking and any litigations arising out of damage or theft of vehicles at the given location. The selected bidder shall ensure minimization of inconveniences and interruptions to vehicular and pedestrian movement due to parking in above areas.

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The Selected bidder will not be allowed whatsoever to execute any other work or business in the parking area. And should not allow any person/party to reserve the parking places or permanently park the vehicles in any parking bays.

The selected bidder will not be allowed to collect parking charges at the places which are not allocated him under this contract. And due to any reason, he is not allowed to change the parking locations awarded to him by the contract.

The successful bidder will be responsible to ensure that their employees collecting parking fees will be courteous and obliging to ensure proper behavior and will be responsible to ensure above effectively. However council will keep records on such complains for future reference and to disqualify in future tenders.

The successful bidder should confirm the rules, regulations, laws and by laws of the relevant authority, the Urban Development Authority and any other statutory bodies in force in the said republic of Sri-Lanka and keep the council indemnified from all prosecutions and fines which may be imposed in consequence of the breach or non-performance of any by laws relating to the said parking.

BIDDING CONDITION

Section 2

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11. Method of Bidding

Colombo Municipal Council hereby invites tenders from reputed bidders for the above.

The office for collection of bid form is project Management division of Colombo Municipal Council.

Bidders may obtain further information from and inspect the bidding documents at the office of Director Engineering (Traffic, Design & road Safety), Town Hall, Colombo 07, Tel: 2694593.

A complete set of bidding documents may be purchased by any bidder on the submission of written application to the Director Engineering (Projects), Project Division, Municipal Engineer's Dept. Town Hall, Colombo 07, and upon payment of non refundable fee of Rs.5,400.00 /-inclusive of VAT till 3.00 p.m 05th November 2021

12. Eligibility of Bidders

12.1 Following enterprises are eligible for bidding.

- (a) Limited liability companies
- (b) Firms in case of a partnership
- (c) Individual business

12.2 The CMC will not consider the following persons/companies for the award of the contract.

- 1. Who are in defaulted arrears of payments of parking rentals to the CMC
- 2. Who have failed to execute awarded contracts directly or indirectly with the CMC.
- 3. If a bidding company has at least one Director/owner who have been a Director of a company/partnership/individual business under 1 and 2 above, the Bidding company shall be disqualified.

12.3 The company has been registered in the nature of Parking Management or the company shall have past experience in Parking Management. In case of organization intend to enter in to the parking management shall be evaluated base on the organization structure and personal qualification.

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13. Qualification of Bidders

- (a) Bidders must be capable of complying with all the terms and conditions and should submit originals or true copies of under – mentioned specific documents with the tender.
- (b) A true copy of the certificate of incorporation, and the memorandum of article in case of a limited liability company.
- (c) A true copy of the certificate of registration of a firm, in case of a partnership.
- (d) A true copy of the certificate of registration of an individual business
(These documents will be check with the relevant authorities)
- (e) A true copy of the business registration documents to prove the nature of the business
- (f) True copies of the documents to prove past experiences in parking management

14. Bid Securities

Each bidder should submit a bid security in the form of unconditional on demand guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka acceptable to the Colombo Municipal Council, address to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 07. The value of the Bid Security shall not be less than 2% of the Total Bid Price without taxes shown in the Price Schedule. Bid security should be accompanied and submitted along with bid submission within the sealed envelope.

Bid shall be valid till 09th May 2022 and Bid Security shall be valid till 08th June 2021. The Employer shall reject any bid not accompanied by an acceptable bid security in the bidding document as a non-responsive offer.

The bid securities of unsuccessful bidders will be returned, after the signing of the agreement with successful bidder.

The bid security of successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.

The bid security may be forfeited

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) if the bidder does not accept the correction of arithmetical mistakes of his 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

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15. Bid Documents

The prospective bidder shall submit the following as part of the completed set of bid documents.

- (a) Tender Condition (section 1)
- (b) Bidding Condition (section 2)
- (c) Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.
- (d) Bid Security (As mentioned in item no.15)

Bid should be submitted only in the form issued with tender documents.

Note: - All the above documents shall be submitted with the tender and any bid without such documents at the time of opening the tender will be rejected.

15.1 Sealing and Marking of Bids

- (a) The Bidder shall submit the Bid under two separately sealed envelopes marked as “ORIGINAL” and “COPY”.
- (b) The inner envelopes marks as “ORIGINAL” shall includes;
 - i. Tender Condition (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.
 - iv. Original Bid Security (As mentioned in item no.15)
 - v. Certified copy of the Business Registration.
 - vi. Documents to prove past experience.
 - vii. Any other related document.
- (c) The inner envelopes marks as “COPY” shall includes;
 - i. Tender Condition (section 1)
 - ii. Bidding Condition (section 2)
 - iii. Form of Bid (section 3) Bid should be submitted only in the form issue with tender documents.
 - iv. Original Bid Security (As mentioned in item no. 15)
 - v. Certified copy of the Business Registration.
 - vi. Documents to prove past experience.
 - vii. Any other related document.
- (d) All inner and outer envelopes shall be
 - i. Be addressed to the “Colombo Municipal Council, Town Hall, Colombo 07”
 - ii. Include the name and address of the Bidder;
 - iii. Bear the name of the Contract;
 - iv. Provide a warning not to open before the specified time and date for bid opening as defined in the Instructions of Bidders.

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- (e) If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

16. Deadline for Submission of Bids

Bids must be placed in the tender box provided in the room of Municipal Secretary, Colombo Municipal Council, Town Hall, Colombo 7 not later than 10.00 a.m. on 10th November 2021. Bid sent by post will be rejected.

17. Late Bids

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

18. Opening of Bids

The Employer will open the bids, including modifications in the presence of the bidders authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance and names of the participating bidders will be announced.

18.1 The bidder's names, the Bid prices or any addition to the offered price, Bid modifications the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Bid shall be rejected at Bid opening except for late Bids.

18.2 Any bid may be rejected for any one or more of the following reasons:

- (a) If any altered and / or erasures are not authenticated and if there are any irregularities of any kind.
- (b) If they are conditional or incomplete.
- (c) If they fail to comply with any of the requisite conditions.
- (d) If the bid bond is not attached to the tender.

The CMC reserves the right to reject any or all tenders and waive any requirements when in the opinion of the Colombo Municipal Council such rejection or waiver will be in the best interest of the Colombo Municipal Council. In the event the Colombo Municipal Council rejecting all tenders submitted, it reserves the right to re-advertise for new tenders.

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19. Evaluation Process

The Council will evaluate and compare only the bids determined to be substantially responsive. The bidder can quote one or more locations in the price schedule and the award will be based on highest bid value for each location in the schedule.

Qualified Bidder will be selected on an evaluation done by the technical evaluation committee based on the given specification. The decision of the technical evaluation committee will be the final and conclusive. No bidder has the right to challenge the decision of the technical evaluation committee

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

The CMC 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 CMC's action.

If the selected bidder and the CMC fail to reach an agreement during negotiations, the council reserves the right to reject the same and proceed to select the bidder who has forwarded next acceptable offer. This process will be repeated if necessary for subsequent offers.

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INFORMATION OF BIDDERS

21. Organizational structure

(a) Name of Bidder :

(b) Address of the Bidder.....

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(c) Type of Bidder's Organization :

(Individual/ Company/ Partnership or other Organization)

(d) Telephone Number :

(e) Fax Number :

22. Bidder's experience

Bidder shall provide details of all current and past experiences in parking management or operational and management of rental collection projects assigned. Also submit the certified copies of awarding letters of these projects.

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23. General Program of Operation

The Bidder should explain the general program of the operation of the contract and should include the following specific information and any other information, which the bidder may consider relevant

25.1 Name and experience of the Manager proposed for this operation, number of personal likely to be employed

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Signature of Bidder:

Rubber Stamp:

Section 3

DUPLICATE

FORM OF BID

LEASING OUT OF OPERATION AND MANAGEMENT OF ROAD SIDE PARKING FEE COLLECTION IN THE CITY OF COLOMBO – STAGE XX

These bids are subjected to payments to the Colombo Municipal Council as a rental fee to operation and management the road side parking lots, complying all the requirements of the specifications and tender documents.

No	Road Name	No. of Months	Rental per Month (SLRs.)	Rental per Two Years in SLRs (No. of months X Rental per month)
01	Upper Chatham Street	24		
02	Ananda Rajakaruna Mawatha	24		
03	Dharmapala Mawatha	24		
04	Malalasekara mawatha	24		
05	Maradana - Borella Road	24		
06	Park Street	24		
07	Olcott Mawatha	24		
08	Dematagoda Super Market	24		
09	C.W.W Kannangara Mawatha	24		
10	Hathbodhiya Road	24		
11	H.K.Dharmadasa mawatha	24		
12	Ward Place	24		
13	Crow Island Beach Park	24		
14	Bauddhaloka mawatha from Thummulla to Bambalapitiya Junction	24		
15	Isipathana Mawatha	24		
16	Park Lane	24		
17	Borella cross road	24		

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18	Canal Row	24		
19	Lotus Road only in front of Telecom	24		
20	Norris canal road	24		
21	Staple street	24		
22	Bristal street	24		
23	3rd Cross Street	24		
24	Campbel Park in front of Borella press	24		
25	Bank of Ceylon Mawatha	24		
26	Sir Marcus Fernando Mawatha	24		
27	Laundry watta – Nawam Mawatha	24		
28	York street	24		
29	Sir James Peris Mawatha	24		
30	Kyncy Road	24		
31	Maitland Crescent	24		
32	Maitland Place	24		
33	D.S.Fonseka Mawatha	24		
34	Bastian Mawatha	24		
35	Muttaiah Road	24		
36	Sanchiarachchi Watta	24		
37	Andival Street	24		
38	Magazine Road	24		
39	Temple Road near Ananda College	24		
40	Temple Road in front of Modara Kovil	24		
41	Mohamed Zain Mawatha	24		
42	Sri Ratnajothi Saravanamuthu Road	24		
	TOTAL			
	Add: 8% VAT			
	TOTAL WITH TAXES			

Amount of my Total Bid Price (In words without taxes) is Rupees

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I hereby agree that I have no right to change the above bid or claim for any mistake in the bid. I am aware that my bid will be rejected with no reason what if found such changes and mistakes.

Signature of the bidder:

Rubber Stamps:

Date:

Annex 1

DUPLICATE

NO	LOCATIONS	NO. OF PARKING SLOTS			NO. OF SCHOOL VEHICLES		NO. OF STAFF TRANSPORT VEHICLES		NO. OF PARKIG SLOTS RESERV ED TO MMC	NO. OF PARKIG SLOTS RESERV ED TO BANKS
		STAND ARD	THREE WHEELER	MOT OR BIKE	VANS	BUSES	VANS	BUSES		
01	Upper Chatham Street	20								1
02	Ananda Rajakaruna Mawatha	76			36	23		3		
03	Dharmapala Mawatha	22			15					
04	Malalasekara mawatha	99			12	25		40		
05	Maradana - Borella Road	118			8	2	2			
06	Park Street	12								
07	Olcott Mawatha	15								
08	Dematagoda Super Market	29								
09	C.W.W Kannangara Mawatha	9			4			1		
10	Hathbodhiya Road	17								
11	H.K.Dharmadasa mawatha	40								
12	Ward Place	36								1
13	Crow Island Beach Park	130								
14	Bauddhaloka mawatha from Thummulla to Bambalapitiya Junction	70			1					

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15	Isipathana Mawatha	22								
16	Park Lane	48			17	7				
17	Borella cross road	35								
18	Canal Row	22								
19	Lotus Road only in front of Telecom	14								
20	Norris canal road	144			14	6				
21	Staple street	30								
22	Bristal street	44								
23	3rd Cross Street	26								
24	Campbel Park in front of Borella press	63			10	4				
25	Bank of Ceylon Mawatha	44								
26	Sir Marcus Fernando Mawatha	52			10		3			
27	Laundry watta – Nawam Mawatha	41								
28	York street	51			3					2
29	Sir James Peris Mawatha	21								
30	Kyncy Road	20								
31	Maitland Crescent	26								
32	Maitland Place	156			22	3	2	17		
33	D.S.Fonseka Mawatha	13			4	10				
34	Bastian Mawatha	37								

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35	Muttaiah Road	48	5	31						
36	Sanchiarachchi Watta	42								
37	Andival Street	5	14	25						
38	Magazine Road	13		70						
39	Temple Road near Ananda College	26								
40	Temple Road in front of Modara Kovil	22								
41	Mohamed Zain Mawatha	31	3	7						
42	Sri Ratnajothi Saravanamuthu Road	34 (odd) /37 (even)	05 (even)							