

SECTION 1

Bids in duplicate will be received by me for the following Services.

	Name of Services	Eligibility of Bidder	Non-Refundable form fee inclusive of VAT (Rs. Cts)	Value of Bid Security (Rs. Cts)	Contact Person for further details
01	Providing Solid Waste Management services in Municipal District 05 of Colombo Municipal Council.	Contractors possessing required qualifications, Proven experience, capacity and capability to provide this type of Services	12,000.00 * VAT	4,600,000.00 Unconditional on demand Guarantee	Director Engineering (Solid Waste Management) Phone:0777314323 District Engineer D5 (Solid Waste Management) Phone:0771093129

Closing time of Bid : 10.00AM on
Bids received after closing time will be rejected.

Issue of Bidding documents : (a) Till 10.00 hrs of
(b) From Project Management Division of Municipal Engineers' Department at Town Hall Colombo 07.

Validity of offer : Not Lesser than 190 days from the closing date of Bid.

Pre-Bid Meeting : Venue :
Time : On athrs.

Validity period of Bid : security : (a) Shall be up to
(b) Bid security / Receipt of cash deposit shall be submitted along with the Bid.

Place of Tender Box : Municipal Secretary's Department, Town Hall, Colombo -07.
Bids sent by post will be rejected.

Other Conditions : (a) Bids shall be submitted on the forms available for this purpose.
(b) Bidding documents will be issued only on production of a letter of request submitted on a business letter head along with the receipt of payment of non-refundable tender form fee in cash.
(c) Bidding documents may be inspected free of charge at the Project Management Division of Municipal Engineers' Department.

- (d) Bid security shall be submitted in the standard format (standard form may be collected along with bidding documents) and addressed to Municipal Commissioner, Colombo Municipal Council.
- (e) Bid security shall be either a cash deposit or a guarantee from a Bank acceptable to Colombo Municipal Council. Security issued by the defaulters of previous claims will not be accepted.
- (f) Bids not accompanying the required Bid-security will be rejected.
- (g) Bids will be opened immediately after closing time. If this day is declared as a public holiday, Bids will be closed at 10.00am on the next working day and opened immediately thereafter.
- (h) Bidders or their authorized representative will be permitted to present at the time of opening of Bids.
- (i) Council reserves the right to accept or reject the lowest or any other Bid without giving any reason what so ever.

Mrs. J.M. Bhadrani Jayawardhana
Municipal Commissioner,
Colombo Municipal Council,
Town Hall,
Colombo 07

SECTION 2 INSTRUCTIONS TO BIDDERS

- 1.1 The successful Bidder will be expected to carry out the following services.
- (i) Keeping the area very clean throughout the day.
 - (ii) Sweeping, brushing and removal (immediately after the brushing or sweeping) of all kind of waste from roads in the area. Roads must be swept regularly in order to keep roads clean throughout the day.
 - (iii) Minimum of 100 Nos. Litter bins of acceptable quality have to be installed and maintained at various locations with the permission of the Director Engineering (Solid Waste Management) of the Colombo Municipal Council (hereinafter called and referred to as the Council). Sketch to be submitted with the bid.
 - (iv) Cleaning and removal of garbage, silt, weeds, growths, etc. from roadside drains including entrance culverts or pipes (except underground lines)
 - (v) Brushing and removal of sand from pavements, roadside edges, centre-islands and roundabouts etc.
 - (vi) Removal of weeds, trimming other growths on roads, pavements, road reservations and centre island.
 - (vii) Removal of posters, banners, and decorations, strings etc. from lamp posts and telephone posts.
 - (viii) Removal of debris and tree cuttings on roads and road reservations.
 - (ix) Cleaning of road side gullies. (Refer Annexe 1C) Contractor need to submit a gully cleaning programme.
 - (x) Collection and removal of garbage from all the residences, all institutions & commercial premises on predetermined days in Project area.
 - (xi) Transportation of waste collected during the above operations using the covered vehicles provided by the Contractor. The Council shall not take responsibility for any legal action taken due to Contractor's operations. A list of vehicles, Machinery and equipment which can be used for waste management services shall be attached to the Bid.
 - (xii) Covered transportation of waste from the area to the disposal site / Waste to Energy Project which is within 25km. radius from Colombo Fort.
 - (xiii) Minimum of 30 Nos. Trolley Bins with wheels and lid of capacity 240 litres shall be kept and maintained for the use during special occasions. After the completion of contract period of 48 month the trolley bins to be handed over to CMC.
 - (xiv) Conducting public awareness campaign on waste segregation addressed to all sectors of the society through different media.
 - (xv) Introducing & practicing measures that will ensure effective enforcement of applicable laws and regulations.
 - (xvi) Introducing new technology for better waste management.

Each bidder is required in respect of each item above to make a detailed description of his/ her proposals for providing the services including the equipment to be provided, illustrations, charts, programmes, personnel etc.

The successful bidder upon entering into the Contract will be required to maintain strict adherence to the accepted proposals.

- 1.2 It is anticipated that total average collection of waste calculated based on normal situation from above area will be around 100 tonne per day. (It may vary as per the development & circumstance)
- 1.3 Total period of Contract is 48 months. The Council may expect to commence the Service from 01/01/2023.
- 1.4 A list containing estimated minimum number of Managers, Supervisors, employees, vehicles, machinery and equipments required for the provision of the "SERVICES" is given in Annexe 1B. However, the bidder may enhance this requirement for the better performance of the SERVICE and include this in his Technical Proposal. The proposed set of staff, employees and the proposed fleet of vehicles, equipment and machinery must be available on the date of commencement of the Service. Only the Compactor Trucks and covered Tippers will be allowed for the provision of the Service.

2. Eligible Bidders.

- 2.1 This invitation to bid is open for Bidders possessing the qualifications, capacity and proven experience in providing this type of Services. Bidder shall provide copies of documents to provide that they possess the qualifications, capacity and experience in providing this type of Services satisfactorily to the Employer. The Employer is the Colombo Municipal Council, on whose behalf the Mayor or the Municipal Commissioner and their successors in office who employs the Contractor for providing services.

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for the Service either by himself or as a partner in a firm. A bidder who violates above will be disqualified and be treated as a non responsive bidder. However, Bidders are expected to submit separate Bid prices under Annexe IVA .

Providing Services (exclusive of disposal) with the facility of disposal site / WEP arranged by the Council.

In this case, the Solid Waste collected in District 05 area will be accepted free of charge at the disposal Site / WEP

4. Cost of Bidding

The bidder shall bear all costs associated with the preparation and 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.

5. Site Visit

- 5.1 In Annexe -I general details about roads are given. Nevertheless, this information should be considered as only a general guideline and not exact details. Any road or any detail which is not given in Annexe - I can be added to the Annexe II, Annexe III and Annexe IIIA for pricing.
- 5.2 The bidder is advised to visit and examine the area of providing services, operation and its surroundings and acquaint himself about his own responsibility, all information that may be necessary for preparing the bid and entering into a Contract for the provision of the Services. The costs of visiting the site shall be at the Bidder's own expense.
- 5.3 The bidder and any of his/ her personnel or agents will be granted permission by the Council to enter upon its premises (depots) and lands (disposal sites) for the purpose of such inspection.

6. The Bidding Documents

- 6.1 The Bidding Documents for the Service is those stated below, and should be read in conjunction with any addenda issued in accordance with Clause 8.

1. Instructions to Bidders
2. General Conditions of Contract
3. Special Conditions of Contract
4. General Details (Annexes I, 1A, 1B, 1C)
5. Price Schedule (Annexe II)
6. Summary of the Price Schedules (Annexe III, IIIA, IV)
7. Grand Summary (Annexe IVA)
8. Unit Rates (To be quoted by Bidder)- (Annexe V)
9. Area Maps (Annexe VI)
10. Rates for the implementation of Technical Proposals (Annexe VII)
11. Rates for providing enhancement Services (Annexe VIII)
12. Breakdown of Input resources (Annexe IX)
13. Appendix-1 - Qualifications Information

- 6.2 The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk.
- 6.3 A Pre-bid meeting will be held at Solid Waste Management Division of Municipal Engineers' Department, Town Hall, Colombo 07 on at hrs.

7. Clarification of Bidding Documents.

- a. A bidder requiring any clarification of the bidding documents may notify the Council in writing or by facsimile to the Director Engineering (Solid Waste Management) at the address indicated in the Invitation for Bids. The Council will respond to any request for clarification received from all parties who have collected the bidding documents before fourteen days to the deadline for submission of bids.

- b. The Contractor shall be deemed to have satisfied himself before submitting his Bid as to the accuracy and the sufficiency of the information, rates and prices stated by him in his Bid.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Council 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.
- 8.2 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 (Solid Waste Management).
- 8.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Council may extend as necessary the deadline for submission of bids, in accordance with Clause 14 of same section.

9. Bid Prices

- 9.1 The bidder shall fill in rates and prices for all items of the Services and operations described in the Summary of Prices of Annexe II, Annexe III, Annexe III A, Annexe IV, Annexe IV A and Annexe V. Items against which no rate of price is entered by the bidder will not be paid for by the Council when executed and shall be deemed covered by the other rates and prices in the Summary of Prices. Submission of Bid Prices shall be in accordance with the provisions of Clause 13 of same section.
- 9.2 Bidders are compulsorily required to provide information required in Annexe VIII and Annexe IX. All Bidders are deemed to have included the cost of all components of services in pricing the items in Annexes II, III, III A, IV and IV A. However pursuant to Clause 33 of Section 4, in case the successful Bidder fails to carry out an item, the rates stated in Annexe V will be used to compute the fine for the deduction from the monthly payment and as per Clause 30 of Section 4.
- 9.3 Since this Contract is for 48 months the Bidders have the liberty to indicate different monthly rates for each 12 months period. Average monthly rate will be considered for the evaluation of Bids (Annexes II, III, IIIA, IV and IVA)

10. Bid Validity

- 10.1 Bids shall remain valid for a period of 190 days from the date of bid opening.

11. Bid Security

- 11.1 The bidder shall furnish, as part of his bids, a bid security of not less than Rs. 4,600,000/= (Four Million six hundred thousand only)

- 11.2 The bid security shall, at the bidder's option, be in the form of a cash deposit, bank draft, or on demand guarantee in the prescribed format obtained from a recognized bank located in Sri Lanka, acceptable to Council, written in the name of Municipal Commissioner, Colombo Municipal Council. Insurance guarantees issued by companies/corporations will not be accepted.
- 11.3 Validity period of Bid Security shall be not less than 220 days from the closing date of bid.
- 11.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Council as non responsive.
- 11.5 The bid securities of unsuccessful bidders will be returned after the signing of the agreement with the successful bidder.
- 11.6 The bid security of the successful bidder will be returned after the bidder has signed the Agreement and furnished the required performance security.
- 11.7 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

12. Format and Signing of Bids

- 12.1 The bids shall consist of a Technical Proposal and a Financial Proposal submitted together as stated below and to supplement each other.

The Technical Proposal shall be prepared in duplicate and shall consist of

- (a) Section 1, 2, 3 and 4 of the Bidding documents duly signed by the bidder
- (b) Annexes 1, 1A, 1B & 1C of the Bidding documents duly signed by the bidder
- (c) Annexe VI duly signed by the bidder
- (d) A complete project proposal addressing all aspects of the operation such as technical, awareness, law enforcement, new technology etc. typed on A4 size paper,
- (e) Bid Security as per Clause 11 of Section 2
- (f) Annexe VII duly signed by the bidder
- (g) Action plan
- (h) Appendix-1 duly signed by the Contractor.

Which shall be enclosed in an envelope and marked on the top left-hand corner as "Technical Proposals for Solid Waste Management in Municipal District 05" and addressed to the Municipal Commissioner, Colombo Municipal Council, Colombo 07. The original & duplicate copies shall be clearly demarcated and indicated.

The Financial proposal prepared in duplicate shall consist of Annexes II, III, III A, IV, IVA, V, VII, VIII and IX duly signed by the bidder. Which shall be enclosed in an envelope and marked on the top left-hand corner as "Financial Proposal for solid waste management in Municipal District 05" and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07.

The original and duplicate copies shall be clearly demarcated and indicated.

Both envelopes shall be enclosed in a sealed envelope and marked on the top left-hand corner as "Bid for Providing solid waste management services in Municipal District 05" and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07.

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

13. Submission of Bids

- 13.1 The sealed envelope containing the Bid shall be deposited in the Tender Box available at the office of the Municipal Secretary, Colombo Municipal Council, Town Hall, Colombo 07. Bids sent by Register post or by other means will be rejected.

14. Deadline for Submission of Bids

- 14.1 Bids must be placed in the tender box provided in the room of Municipal Secretary, Colombo Municipal Council, Town Hall, Colombo 07 no later than 10.00 a.m. 18.11.2022. Bids will be closed at this time.
- 14.2 The Council may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8 of same section in which case all rights and obligations of the Council and the Bidders previously subject to the original deadline will thereafter subject to the deadline as extended.

15. Late Bids

- 15.1 Any bid received by the Council after the deadline for submission of bids prescribed in Clause 14 of same section will be rejected and returned unopened.

16. Opening of Bids

- 16.1 The tender box will be opened immediately after the closing of Bids as defined under Clause 14.1 of this section.

The envelope containing the technical proposals will be opened first and the names of the participating Bidders will be announced.

All technical proposals will be listed with the information on availability/non-availability of the stipulated bid security.

All financial proposals will be opened next and scheduled separately.

17. Evaluation Process.

Assessing the qualifications of the Bidder.

17.1.1 The qualifications of the bidder will be evaluated by a Tender Board/Technical evaluation committee and listed in the order of points scored. The Marking Scheme for the evaluation of Qualifications is given under Appendix 1. The bidders are compulsorily required to duly complete and submit Appendix 1. Providing false information or failure to provide information will be considered as a disqualification. The Council reserves the right to disqualify or cancel the award or terminate the Contract, if the information provided are found untrue at any stage **or if the minimum requirement of resources stipulated in the bidding documents are not deployed by the selected bidder within 60 days from the date of Letter of Acceptance.** The bids receiving aggregate points more than 50% each for financial capability and technical ability will be qualified for further evaluation.

17.1.2 No Contract shall be awarded to any Contractor who is blacklisted by Colombo Municipal Council or who has failed to satisfactorily perform a solid waste management Contract or has a bad litigation record.

17.2 Bid Examination

General Principles

Bid examination may be carried out in two stages:

(a) Stage 1:

To ascertain whether the:

- ❖ bidder is eligible,
- ❖ if the bid is signed,
- ❖ Bid is legally valid, and
- ❖ Bid accompanied by the required bid security.

If the answer is negative to any of the above, the Bid is rejected and excluded from further consideration.

(b) Stage 2

To ascertain the deviations from the provisions of bidding documents and categorize such deviations into major or minor deviations. Also, to identify deviations (Debatable deviations) which may be categorized as either minor or major deviations depending up on the requirements of the specific provisions in the bidding documents, the criticality of the deviation, the value of the Contract in comparison to the value of the deviation and the judgment of the Technical Evaluation Committee (TEC). The purpose is to identify substantially responsive Bids with a view to subjecting such Bids for detailed bid evaluation.

Ascertain the deviations from the provisions of bidding documents.

17.2.1 Deviation from any provision of the bidding documents (instruction to bidders, price schedules, condition of Contracts and technical specifications, etc.) is a common feature in many Bids. These deviations are not limited to but may include.

- ❖ exceptions;
- ❖ omission in scope/incomplete offers;
- ❖ qualifications/conditions;
- ❖ stated assumptions;
- ❖ alternative proposals (when not specifically solicited)
- ❖ other changes to the requirement of bidding documents.

Categorization to major and minor deviations

17.2.2 Deviations from bidding conditions must be clearly identified. Deviations which are deemed acceptable would be categorized as "minor deviations," whilst deviations which are unacceptable would be categorized as "major deviations"

Minor deviations

17.2.3 Minor deviations would be one which:

- (a) has no effect on the validity or legality of the Bid, or
- (b) has no effect on the function ability, quality or delivery of the Goods or Services offered or the execution of Services; or
- (c) is a slight deviation from commercial or Contract conditions or technical specification which can be ignored / corrected; or
- (d) can be quantified and given value which can be added to or subtracted from the price for purposes of comparison.

Major deviations

17.2.4 The following events, the list of which is not meant to be exhaustive should be considered as major deviations:

- a. non - submission of bid security;
- b. insufficient bid security;
- c. failure to provide sufficient validity period of the bid;
- d. unsigned Bid or not signed by an authorized person/s;
- e. eligibility requirements (If specified)
- f. failure to bid on specified documents;
- g. bidder requires price fluctuation whereas bidding document specifies otherwise;
- h. deviation from bid documents which affects the bid price but cannot be given monetary value;
- i. departure from technical specifications of critical nature;
- j. bidder proposes to subcontract major components of the work/Services against the conditions provided;
- k. absence of documents intended to substantiate the legitimacy of the bid (i.e., that the Bid is not a "speculative", 'exploratory' or 'wait -and -see' Bid) or proof of reliability of the equipment offered;
- l. conditional bids, that is subject to prior sale, availability of components in the market;

- m. unacceptable technical features;
- n. bids which are not responsive to critical, technical or commercial requirements in the bidding documents.

Debatable deviation

- 17.2.5 There may be some other deviations which do not appear at first sight as so serious or material deviation but may be considered further in the subsequent evaluation process, the acceptance of which will be unfair to other bidders or which when rectified will make a non responsive bid into a responsive Bid.

The following are situations of such deviations.

- a. request for a different amount of advance payment or and other payment terms (including retention money, guarantees etc.);
- b. proposed changes in Contract period;
- c. changes in specified method of execution of a non-critical nature;
- d. omission (deliberate or unintentional) of minor works/Services or items included in the scope of work/Services;
- e. modification of, or a limit to the amount specified for liquidated damages.

Determination of Substantially Responsive Bids.

- 17.2.6 A substantially responsive bid should be one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one;
- a. which affects in any substantial way the scope, quality or performance of the Works/Services, or
 - b. which limits in any substantial way inconsistent with bidding documents, the employers' rights or bidders' obligations under the Contract; or the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

All substantially Responsive Bids to be Evaluated.

- 17.2.7 All Bids that are considered as substantially responsive shall be subjected to detailed evaluation.

17.3 Detailed Bid Evaluation.

- 17.3.1 The technical & financial proposals of substantially responsive bids will be jointly evaluated by the Technical Evaluation Committee for consideration and acceptance. The negotiations would be held, if necessary, on the contents of the proposals.

- 17.3.2 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 lower bidder who has been selected for detailed evaluation. This process will be repeated if necessary for subsequent proposals which have scored more than 50% each for financial capability and technical ability.

17.4 Clarifications from Bidders.

- 17.4.1 During the evaluation of bids there may be a need to seek clarification from a bidder with the sole purpose of ensuring that the Bid can be properly and fairly evaluated. These clarifications should not;

- a. permit any substantive change to the bidder's initial response; and
- b. change in the bid price, except correction of arithmetical errors in the pricing of the bid.

- 17.4.2 The bidder should be able to clearly comprehend that any clarification sought is only for the aforementioned purpose only.

- 17.4.3 At the request made by the TEC, the Municipal Commissioner will seek such clarifications from the bidder in writing.

17.5 Lowest Evaluated Substantially Responsive Bid

General Principles:

- 17.5.1 Bids shall be first evaluated strictly according to the criteria and methodology specified in the bidding documents and such evaluated Bids shall be compared to determine the lowest evaluated substantially responsive Bid.

Unrealistic Rates

- 17.5.2 Upon selection of the lowest substantially responsive Bid.

- a. If such bidder has quoted unrealistically low rates on critical or very important items, the bidder shall be requested to prove to the satisfaction of the TEC, how the bidder intends to procure such items / perform the Works/provide the Services as per the quoted rates, for such purposes the bidder may be asked to provide a rate analysis.
- b. If the TEC is of the view that the justification/explanation provided by the bidder is unacceptable and hence the bidder would fail in the performance of his obligations within the quoted rates such Bid may be rejected.
- c. If the justification/ explanation of the bidder is acceptable, the TEC should proceed with the evaluation.

- d. If the TEC continues to entertain some doubt about the Contractor's/ supplier's ability to procure such items/ perform the Works/provide the Services as per the quoted rates despite explanation/ justification provided, a higher performance security may be requested to mitigate such risks.
 - e. If the bidder refuses to provide such additional performance security, his Bid shall be rejected.
- 17.5.3 Determination will be made based on the evaluated prices of Basic Services and the prices quoted for the implementation of Basic Technical proposals. The prices quoted for the implementation of optional Technical Proposals or Enhancement Services will not be taken into account for the selection of bidder.
- 17.6 Lowest evaluated substantially responsive Bid will be selected.
- 18. **Council's right to accept any bid and to reject any or all bids.**
- 18.1 The Council 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 or the issuance of Letter of Acceptance 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 Council's action.
- 19. **Notification of Award**
- 19.1 Prior to expiration of the period of bid validity prescribed by the Council, the Council will issue a Letter of Acceptance to the successful bidder to indicate the acceptance of his /her Bid. This letter shall state the sum which the Council will pay to the Contractor in consideration of the execution, operation and maintenance of service by the Contractor as prescribed by the Contract. (Hereinafter and in the conditions of Contract called "the Contract price")
- 19.2 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 Council.
- 20. **Signing of Agreement**
- 20.1 At the same time the Council notifies the successful bidder that his bid has been accepted, the Council will send the bidder the Form of Agreement.
- 20.2 Within 28 days of the date of the Letter of Acceptance the successful bidder shall subject to the successful completion of the provisions of Clause 21.1 below as directed by the Council enter into an agreement with the Council.

21. Performance Security

- 21.1 Within 7 days of receipt of the Letter of Acceptance from the Council, the successful bidder shall furnish to the Council a performance security in the form of a bank guarantee in the prescribed format to an amount of Rs. 20,000,000/= (Rs. Twenty Million only) issued by a bank in Sri Lanka, acceptable to the Council.

22. Government imposed changes in taxes etc.

- 22.1 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.
- 22.2 Bid price shall not be adjusted for the rise and fall of the cost of fuel, materials, labour, equipment, machinery, plant etc.

SECTION 3**GENERAL CONDITIONS OF CONTRACT****1. Definition and Interpretation**

In these conditions and in the articles of agreement, except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them.

- 1.1 "Authorized Officer" means the person defined in Condition 3 of same Section.
- 1.2 "Summary of Prices" where applicable means the priced Summary of Prices upon which the Contractor's Bid was based Annexe II, Annexe III, Annexe IIIA, Annexe IV and Annexe IVA.
- 1.3 "Conditions" means these conditions of Contract and Special Conditions of Contract including the Annexes.
- 1.4 "Contract" means the agreement entered into between the Council and the Contractor embodying the articles of agreement which are legally binding these conditions and the other documents listed in the Schedule.
- 1.5 "Contract Document" means the documents comprising the Contract.
- 1.6 (a) "Contractor" is a person, corporate body, partnership, proprietorship or joint venture whose Bid to carry out the Services has been accepted by the Council.
(b) "Contract Manager" means the representative of the Contractor appointed pursuant to Condition 8 of same Section
- 1.7 "Council" means the Colombo Municipal Council in Sri Lanka on whose behalf the Mayor and Municipal Commissioner or their successors in office, who employs the Contractor to carry out the Service.
- 1.8 The "Contract Standard" means such standard as complied in each and every respect with all relevant provisions of the Contract and where to the extent that no criteria are stated in the Contract, the standard is to be to the reasonable satisfaction of the Authorized Officer in relation to Condition 11 of same Section.
- 1.9 "Project Area" means the place where the Service or any part thereof is to be performed by the Contractor. i.e., Municipal District - 05 (Municipal wards of Bambalapitiya, Milagiriya, Havelock Town, Wellawatta (North), Wellawatte (South) and Pamankada (West))
- 1.10 "Service" means the whole of the work to be executed, including any goods or materials to be supplied by the Contractor in accordance with the Contract, and involves any modification thereto made pursuant to these Conditions.

- 1.11 "Log Book" means the register maintained by Contractor to record any complaints, Contractor's failures and his response to them.
- 1.12 "Covered Vehicle" means all the vehicles transporting garbage to be covered with a metallic cover to prevent garbage spilling from the vehicle along the roadside and to stop spreading of bad smell of garbage.
- During the time of transportation, no garbage should be visible or exposed to the surrounding.
- 1.13 "Collection" means wherever garbage or any kind of waste collection, immediate removal to the vehicle and transportation by the Contractor's employees up to the Disposal Site. (Temporary collection points cannot be introduced in any case.).
- 1.14 "Daily Performance Report" means the reports containing daily description of work, location, time, route, labour and material and vehicle distribution etc. prepared by the Contractor. Daily performance report should be submitted in the following day before 10.00 a.m. to the District Engineer and a copy to the Authorized Officer. Format of this report must be approved by Authorized Officer before commencement of the Contract. Daily performance report will be the basis for Contractor's payment.
- 1.15 "Weekly and monthly reports" means the reports prepared by the District Engineer to be submitted weekly and monthly on the Contractor's performance to the Authorized officer.
- 1.16 "Road" means the total road length and width of the road including carriageway, side drains, centre islands, roundabouts pavements, road reservations and boundary walls facing to the roadside.
- 1.17 "Disposal Site" or "Waste to Energy Plant (WEP)" means the site where all kind of segregated waste including silt, tree cuttings, debris etc. collected, can be unloaded and the location of which will be notified by the Authorized officer from time to time.
- 1.18 "Weeding" means removal of any plant unnecessarily grown by the side of the road or in between pavement slabs or in between kerbs or within and around the road side drains.
- 1.19 "Gully" means road side gully collecting and discharging rain water from road and road reservations.

2. FORM OF CONTRACT**2.1 Sufficiency of Information**

The Contractor shall be deemed to have satisfied himself before submitting his Bid as to the accuracy and the sufficiency of the information, rates and prices stated by him in his Bid.

2.2 Documents Mutually Explanatory

- 2.2.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies, shall be resolved by the Authorized Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.

3. Authorized Officer and his Representatives.

- 3.1 The Authorized Officer shall be the Director Engineering – (Solid Waste Management) in Colombo Municipal Council.
- 3.2 The Council shall forthwith give notice in writing to the Contractor of the replacement of the Authorized Officer or if any person ceases to be the Authorized Officer.
- 3.3 From time to time the Authorized Officer may appoint Engineers & one or more representatives to supervise and monitor the Service provided by the Contractor and who shall report to the Engineer or Authorized officer (generally or for specified purposes or periods). Immediately any such appointment is made, the Authorized Officer shall give written notice thereof to the Contractor. The instructions given by the Authorized officer, his Engineers and Representatives shall be carried out by the Contractor and his employees. In case of disputes related to the provision of Service by the Contractor, the decision of Authorized Officer shall be final.

4. 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 Services shall be same as or similar to the Service.

5. Date of Commencement of the Service

Contractor has to commence the Service on 01/01/2023

6. Contractor's Obligations

6.1 During the Contract Period, Contractor shall provide the Service in a proper skilful manner conforming to the Contract standard to be in accordance with the written instructions and to the entire satisfaction of the Authorized Officer. The Authorized Officer shall have duty to act in a fair and reasonable manner having regard to the practicalities of the Service.

6.2 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.

6.3 Collection and Transportation of Solid Waste.

6.3.1 Since Municipal District 05 is a busy area in the city, it is necessary to provide a 24-hour service.

6.3.1.1 Collection of waste to be carried out from residential premises three times per week. Collection of waste from commercial & institutional premises including pavement hawkers, low-income settlements and markets must be done everyday including Saturday, Sunday & Public Holidays. The time of collection of waste from Apartments may be varied by the Authorized Officer.

Details of the collection programme must be mentioned in the Route Planning Schedule.

6.3.1.2 Contractor must keep one suitable covered vehicle with adequate crew throughout the day (24 hours) stand by to attend to complaints immediately.

6.3.2 Temporary collection points either in the forms of bins/skip or any other forms will not be permitted.

6.3.3 Route Planning Schedule of the Collection of garbage from road by road with approximate time including labour distribution road by road, vehicle allocation with type of vehicle should be submitted with the technical proposal. Route planning schedule should be approved by the Authorized Officer before commencement of the Service. Any change to above also should be approved by Authorized Officer before implementation. This will be thoroughly examined by the tender evaluation committee.

6.3.4 Contractor should submit a detailed ACTION PLAN in this regard

6.3.5 Contractor's all programs/actions which will be implemented, should be compatible with VISION AND MISSION of the Council as defined in Clause 11.2

6.4 The Contractor shall at all times during the Contract period allow the Authorized Officer, Engineers, his Representative and such persons as may from time to time be nominated by the Authorized Officer access to:

6.4.1 The area for the purpose of inspection of work/Services being performed pursuant to the provision of the Service.

6.4.2 The area for the purpose of inspecting records and documents in the possession of the Contractor in connection with the provision of the Service.

6.4.3 Materials, stores and spare parts in order to ensure that such items are available for providing continuous Service.

6.4.4 Any employee or agent of the Contractor for the purpose of interviewing him/her/them in connection with the carrying out of all or any part of the Service.

6.4.5 Vehicles and equipments used or proposed to be used in connection with the performance of the Service shall be maintained properly for the purpose of ensuring that such vehicles and equipments meet the requirements of the relevant statutory provisions.

6.5 Usage of Vehicles

6.5.1 Garbage press-pack vehicles should be used exclusively to collect and transport normal garbage.

6.5.2 Covered Tippers should be used to remove Recyclable, non-recyclable waste, mixed waste, tree cuttings, weeding and debris/earth/soil.

6.5.3 Covered Tippers may be used to remove bulk waste during Shramadana etc. if necessary.

6.6 Usage of Council premises

6.6.1 Council will provide area offices for the use of Contractor to perform the required Service under the Contract. The Contractor shall repair and maintain these offices in good condition. When the area offices are shared with the employees of the Council, the Contractor may seek assistance from the Council for this purpose. The Contractor shall not in any circumstances use any premises of the Council to perform, either on its or on behalf of any person other than the Council, any work other than provided for in the Contract. Due to non availability of space in above premises, it will not be permitted for the parking of Contractor's own vehicles also.

6.6.2 All the security arrangements for above mentioned Municipal premises etc. should be arranged by the Contractor.

6.7 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper manner or to the Contract Standards or to the entire satisfaction of the Authorized Officer;

6.7.1 The Authorized Officer or his representative will inform the same to the Contractor or to his representative in writing or by fax or e-mail.

6.7.2 The Contractor should respond immediately for the removal of the waste or to provide any kind of service which is required from the time the complaint was received.

6.7.3 Deduction for failure of providing services.

6.7.3.1 A deduction calculated on the basis of unit rates given by the bidder under Annexe -V will be made from monthly payment in pursuance to Clause 30 and 33 of Special Conditions of Contract for each day of such failure calculated from the time of informing the Contractor.

Or

6.7.3.2 The Council may itself provide or may employ and pay other persons to provide the service or any part thereof and twice the costs incurred thereby may be deducted from the payment due to the Contractor under the Contract.

6.7.3.3 For the purpose of monitoring/ supervising the Service, any of the following methods may be adopted:

- Joint inspection of the Representative of Authorized officer along with the Representative of the Contractor.
- Individual or Joint Inspection of Authorized officer, his Engineers with the Contractor.

6.7.4 Deduction for shortage of resources.

6.7.4.1 Deduction from the monthly payment due to the contractor will be made for shortage of Staff, Labour, Vehicles and Machinery based on their input shown in Annexe IX and in pursuance to Clause 30 and Clause 33 of the Special Conditions of Contract.

6.7.4.2 Whenever the Contractor failing to deploy employees not older than 60 years old on identified Main Roads, a fine of Rs.2,500/= per person per day will be charged and deducted from the monthly payment due to the Contractor.

6.8 Penalty for improper use of Resources.

6.8.1 Whenever the Contractor failing to abide by Condition 6.5.1 of this Section, a fine of Rs. 10,000/= per occasion will be charged and deducted from the monthly payment due to the Contractor.

6.8.2 Whenever the Contractor failing to abide by Clause 1.12 of this Section, a fine of Rs.10,000/= per occasion will be charged and deducted from the monthly payment due to the Contractor.

6.8.3 Whenever the Labourers of the Contractor failing to wear raincoats during raining while providing services, a fine of Rs.500/= per labourer per occasion will be charged and deducted from the monthly payment due to the Contractor.

6.8.4 Whenever the labourers and supervisors of the Contractor failing to wear uniforms while providing Services, a fine of Rs.500/= per Labourer/Supervisor per occasion will be charged and deducted from the monthly payment due to the Contractor.

6.9 The rights of the Council under this condition shall be without prejudice to its rights under Condition 17 of same Section.

7. Contractor's Employees

- 7.1.1 The Contractor shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the Contract Standard. The employees deployed for the provision of services on Main Roads as Identified by the Authorised officer shall not be older than 60 years. The employees so deployed on the main roads shall provide the services on those roads throughout the day.
- 7.1.2 Since Colombo City is a high security zone, it is essential to engage a very reliable staff for this purpose. All employees engaged for this purpose have to carry their company Identity Cards (with photograph) and National Identity Cards and should have clearance from police department.
- 7.1.3 The Contractor shall install and maintain a machine at each area office to mark the attendance of employees using finger prints. Attendance shall be marked at least twice a day and the register of attendance shall be submitted to the Authorized Officer through District Engineer. In case of breakdown of the machine it shall be repaired or replaced within seven days. During the period of breakdown, the average records of machine for previous three days will be considered for the preparation of payment certificate.
- 7.2 The Contractor shall employ in and about the provision of the Service and shall ensure that every person so employed is at all times properly and sufficiently qualified, competent, healthy, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the Service and in particular,
- 7.2.1 the task or tasks such person has to perform,
- 7.2.2 all relevant provisions of the Contract,
- 7.2.3 all relevant policies, rules, procedures and standards of the Council,
- 7.2.4 all relevant rules, procedures and statutory requirements concerning health and safety at work.
- 7.3 Contractor's employees must wear uniforms and identity cards throughout the working hours. Design of the uniform must be approved by the Authorized officer. Occupational health and safety rules must be strictly followed by the Contractor's employees. Contractor's employees must wear safety gears such as Gumboots/ Suitable shoes, Caps, Gloves, Masks during working hours. These shall be provided by the contractor at no cost to their employees and it has to be replaced whenever necessary.
- 7.4 All monies or other items of value found by the Contractor's employees at the area other than the premises of the Contractor, shall be handed over to the Authorized Officer or his/her representative as soon as possible and a written receipt obtained therefor.
- 7.5 Contractor's employees cannot demand and charge money from Public for services rendered under this contract.

- 7.6 Contractor shall train all level of employees regarding waste segregation, waste collection methods, identifications of different waste, health and safety at work site, handling public complaints, communication with Public (PR Skills) etc. at least twice a year with the approval of Authorized officer.
- 7.7 The Authorized Officer shall be entitled but not unreasonably or vexatiously to require the Contractor, by notice in writing, to remove from the provision of the Service any employee of the Contractor specified in such notice including the Contract Manager. The Contractor shall forthwith remove such employee from the provision of the Service and shall immediately provide a replacement if necessary.
- 7.8 Contractor shall provide the system to entertain employees' complaints / grievances and make arrangements to provide fair and reasonable solutions.

8. Control and Supervision of Contractor's Employees

- 8.1 The Contractor shall appoint a Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor. Contractor shall ensure that the person appointed to the post of Contract Manager shall be the same as identified at the stage of submission of Bid. However, at extreme circumstances, the Contractor shall obtain the prior written approval of the Authorized officer to appoint a different person in said company who shall be of equal and similar competence and capacity as originally proposed.
- 8.2 The Contractor shall forthwith give notice in writing to the Authorized Officer of the identity, address and telephone numbers of the person appointed as Contract Manager and of any subsequent appointment.
- 8.3 The Contractor shall forthwith give notice in writing to the Authorized Officer of the identity, address and telephone numbers of any person authorized to act for any period as deputy for the Contract Manager and when such deputy ceases to be so authorized.
- 8.4 The Contractor shall furnish an organizational chart and schedule illustrating and stating the labour provisions to be made for the effective provision of the Service. The Contractor shall ensure that sufficiently qualified, trained, experienced, competent and responsible staffs are employed in a supervisory capacity to provide adequate supervision of all his employees.
- 8.5 The Contractor shall ensure that the Contract Manager or a competent deputy, duly authorized by the Contractor to act on its behalf, is present at the Project area and available to meet the Authorized officer or his Engineers or Representative at all reasonable times during which the Service is provided.
- 8.6 The Contractor shall provide at the Project area a sufficient number of supervisory employees to ensure that the Contractor's employees engaged in and about the provision of the Service are at all times adequately supervised and properly perform their duties to the Contract Standard.

8.7 Employees' performance of duties.

- 8.7.1 The Contractor shall ensure that its employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- 8.7.2 a. Contractor's employees shall be subjected to provide health checks to ascertain about their health conditions in order to perform their duties up to the satisfaction of the Authorized officer.
b. Contractor shall make arrangements to handle any emergency / accident situation of his / her employees during the contract period.
- 8.7.3 The Contractor shall ensure that its employees install barricades and direction signs of approved type to divert the traffic from the collection carts and vehicles with minimum disturbance to traffic system.
- 8.8 The Contractor shall provide and shall ensure that its employees wear luminous uniforms or aprons in flame orange colour with the name of the company printed at least in 50 mm size letters at all times when engaged in the provision of the Service and such identification (including photographic identification) as may be specified by the Council as in clause 7.3 of same Section.
- 8.9 The Contractor shall ensure that when requested to do so any employee of the Contractor shall disclose his/her identity and status as an employee of the Contractor and shall not attempt to avoid so doing.
- 8.10 The Contractor shall require its employees at all times while engaged in the provision of the Service to be properly and presentably dressed in appropriate uniforms to the satisfaction of the Authorized officer. Such uniforms to be worn by the Contractor's employees shall be provided, maintained and replaced as necessary by the Contractor.

8.11 Staff Operational Records

- 8.11.1 The Contractor shall maintain current, accurate and adequate records of all employees who are or who are to be engaged in connection with the provision of the Service. These records shall be kept at the area and shall include employee attendances and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be opened for inspection by the Authorized officer or his/her Engineers or Representative at all times, and a copy of these records shall be provided to the Authorized Officer or his Engineers or Representative if so requested. The daily records of attendance of Managers, Supervisors and employees and deployed vehicles, machineries and equipment shall be displayed at each area office.
- 8.11.2 The Contractor shall prepare an operational plan including route plan with time schedule for collection of garbage from road by road which shall be submitted for reference by the Authorized Officer or his/her Engineer or Representatives and for the Contractor's employees.
- 8.11.3 The Contractor shall maintain current and accurate records of all work carried out in the provision of the Service. These records shall be open for inspection by the Authorized Officer or his/her Engineer or Representatives at all times.

9. Complaints in Respect of Service Provision

- 9.1.1 The Contractor shall at the request of the Authorized officer, in the places and in a form approved by the Authorized officer arrange for notices to be permanently displayed giving information as to how complaints about the provision of the Service may be made.
- 9.1.2 Contractor shall display hotline numbers clearly on Compactors, Tippers, Carts etc; in order to for the Public to make any complaints or suggestions.
- 9.2 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner in accordance with the Contract. The Contractor shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorized Officer at all times. The Contractor shall notify the Authorized Officer forthwith in writing of all complaints received and of all steps taken in response thereto.

10. Agency

- 10.1 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by these conditions.

11. Standards

- 11.1 Contractor's service standard should be to promote the vision and the mission of the Colombo Municipal Council as stated below.

11.2 COLOMBO MUNICIPAL COUNCIL**VISION**

The city of Colombo will be a centre of excellence that is world-class, vibrant, progressive and economically and ethnically diverse.

We will ensure a high quality of life by providing safe, secure neighbourhoods, and cost effective, efficient services.

We will be a platform for vital economic activity and will partner with citizen and business to give Colombo a competitive edge in the marketplace and make it a community of choice of living, working and leisure activities.

MISSION

The mission of the Colombo Municipal Council is to ensure a safe, clean, healthy, productive city where neighbourhoods are revitalized, history is preserved, the natural environment is respected, and where all people can reach their full potential through education, commerce, culture, recreation and wellness.

12. Use of Council's Premises and Facilities

- 12.1 The Contractor shall ensure that neither the Contractor nor its employees shall do any act or thing at the area or any other place owned or occupied by the Council other than required for the proper performance of the Service and which may be permitted by the Condition 6 of same Section.

- 12.2 The Contractor shall use the area and any other facilities and services only in connection with the provision of the Service and shall ensure that the Contractor's employees use the said facilities and services only for such purpose.
- 12.3 The Contractor shall ensure that its employees maintain the security of the Council's premises and properties that will be used by him, during the period of use by the Contractor.
- 12.4 The Contractor shall keep the said facilities clean, tidy, vector free and properly secured, as appropriate.
- 12.5 Payments for the usage of electricity and water from Council premises for this project should be settled separately by the Contractor.
- 12.6 Electricity and water provided at such premises should only be used for the provision of Services under this Contract.

13. Equipment and Materials

- 13.1 Except as otherwise specified in the Contract, the Contractor shall provide all vehicles, equipment, fuel, utilities, stores and other materials necessary for the provision of the Service.
- 13.2 The Contractor shall maintain in a safe, serviceable, and clean condition and replace as necessary any or all of his vehicles, all equipment used by the Contractor in the provision of the Service at the area or stored by the Contractor thereat. However, the vehicles and equipments shall be painted at least once a year.
- 13.3 The Contractor shall prepare and use all materials and prepare and use all equipment in a safe manner and to the satisfaction of the Authorized Officer and shall keep the same on the area / premises under proper control and safe keeping.

14. Certificates & Payments

- 14.1 Contractor shall be paid on monthly basis on submission of Contractor's claim in accordance with Annexes II, III, IIIA, IV and IVA. The payment shall be certified by the Authorized Officer subject to the recommendation of Engineer in charge based on log book, weekly reports and monthly report with any modification and addition done according to Clause 4 of same section and any deductions due according to Clause 6 of same Section or Clause 30 and 33 of Special Condition of Contract for the payment.
- 14.2 During the first week of the month after the month under consideration for payment, the Contractor shall submit to the Authorized Officer an account in a form of Annexes II, III, IIIA, IV and IVA in respect of work and Services.
- 14.3 The Authorized Officer shall issue a certificate certifying the amount properly due in accordance with these conditions having regard to the account and any adjustments including modifications or deductions ascertained in accordance with Condition 4 of same Section, deductions ascertained in accordance with Condition 6 of same Section



and Condition 30 and 33 of Special Condition of Contract and any additions or deductions ascertained in accordance with other conditions.

15. Assignment and Sub-Contracting

- 15.1 The Contractor shall not be entitled to assignment and sub contracting unless otherwise stated in the Contract.

16. Emergencies

- 16.1 The Contractor shall provide such services additional to the normal service at any time and at any place and in such a manner required by the Authorized Officer to enable the Council to carry out any of its functions in a situation which, in the opinion of the Authorized officer, amounts to a possible, potential, or actual emergency or disaster, provided that such additional services shall be similar to the Service. Such additional services shall be treated as a modification under Condition 4 of same Section.
- 16.2 The Contractor shall make and submit, for the approval of the Authorized Officer, its own emergency plan to correspond with and in response to the Council's emergency plan.
- 16.3 The Contractor shall be adequately compensated on a pro rata basis in accordance with Annexes II, III, IIIA, IV and IVA.

17. Termination

- 17.1 If the Contractor:
- 17.1.1 Commits a breach of any of General Conditions of Contract or Special Conditions of Contract under the Contract;
- 17.1.2 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Companies Act No. 17 of 1982 and any subsequent amendments.

The Council shall have full right and authority to terminate the Contract by giving three (3) calendar months notice in advance to the Contractor.

18 Recovery of Sums Due to the Council

- 18.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council, the same will be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other contract with the Council.

SECTION 4
SPECIAL CONDITIONS OF CONTRACT

1. Sweep, brush and removal of all waste from roads (except private roads) within Municipal District - 05 including pavements, centre islands, road reservations once or more depending on the amount of dirt available and keep these areas free of dirt during the whole day (Please see Annexe I for list of roads and side drains)
2.
 - a) Clean and remove all the waste, weeds, growings, silt and other waste etc. in the road drains regularly and coordinate with the District Engineer of the Council, if there is any major blockage (Please see Annexe I for list of roads and side drains)
 - b) Clean and remove sand, silt, dirt and other wastes from all gullies (Gully pits only) regularly and coordinate with the District Engineer (Drainage) of the Council (Please see Annexe 1C for list of roads and gullies)
3. The selected bidder shall deploy road sweeper machine daily for sweeping, brushing and removal of sand and waste from road carriageway, roadside edges, pavements, road reservations, public places etc.
4. A reasonable fee acceptable to the Council can be charged from public for collection and transportation of debris and tree cuttings collected from the premises lying within the Project Area.
5. If any debris or tree cuttings are found within road or road reservation, removal must be done immediately. Lump-sum amount for removal of debris and tree cutting within the road or road reservation should be including in the Annexe III for each municipal ward. No additional payment will be made by Council in addition to that amount.
6. Brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavement regularly so that there will be no sand or soil on edges. (Please see Annexe 1A for list of roundabouts)
7. Remove garbage from all the premises as defined in Clause 6.3 and 6.5 of General conditions of Contract in the Project Area including from pavement hawkers and transport to the disposal site in covered vehicles without spilling. Garbage should not be allowed to get collected on the roadside or road reservations and the Project Area shall be maintained to achieve the Contract Standard according to Clause 11 of General condition of Contract.
8.
 - (a) Provision and maintenance of at least 100 Nos. litter bins of acceptable quality. (A sketch and Rate to be submitted with the Bid.)
 - (b) Provision and maintenance of 30 Nos. Of Trolley bins in Green, blue and orange colour with wheels and lid of capacity 240 litres for the use during Special Occasions. After completion of the contract, the trolley bins to be handed over to CMC
 - (c) The Bid price shall include all of these items.



9. Maintenance of existing litter bins.
10. Clean and maintain centre islands (which have not been assigned to any other party/parties for maintenance) within above area in a good condition.
11. If the Contractor desires, containers or receptacles can be issued to waste generators for temporary storage. Council will not bear any additional cost incurred for this purpose.
12. If the Contractor wants to place skips/bins on places other than the roadside and public places prior approval of the Authorized Officer has to be obtained. These skips must be properly maintained. (Reference Clause 6.3.2. of Section 3)
13. Clean and remove all weeds and unnecessary plants grown along roads, road reservation, side drains, pavements and centre islands.
14. Collection, removal, transport and disposal of all waste arising due to the provision of services under the Contract.
15. All vehicles used for transporting waste must be washed and cleaned regularly and kept odour free.
16. Maintain the vehicles, Machinery, equipment, tools etc. to the satisfaction of Authorized Officer.
17. Remove all posters appearing at public places such as parapet walls, lamp posts, feeder pillars etc. except public notice boards, immediately.
- 18.1 Remove all strings, hangings or any unnecessary items from lamp posts and telecom posts immediately.
- 18.2 Remove all unauthorized banners and inform the Authorized Officer.
- 18.3 Removal of Banners: Any banner across the road or connected to service posts such as electricity, telecommunication etc. should be removed immediately. Authorized banners must be removed after the permitted period of display.
- 18.4 Lump sum amount for removal of posters (Item 17 and 18) all strings, hanging or any unnecessary items and banners in public places, road or road reservation should be included in the Annexe III for each municipal ward.
19. Since this Contract is for Forty-eight months, the Contractor has to plan and deploy the employees to meet the age limit.
20. Since Project Area is one of the busy areas in the city, it is necessary to provide a 24-hour service. An officer/s must be appointed by the selected Contractor to be contactable 24 hrs. of the day through a suitable communication method.
21. **Communications on Area**
There should be an efficient and appropriate system of communication in operation between rate payers and the Contract Manager or his representatives.

22. **Operation and Maintenance of the area.**

The Contractor must design an operational and maintenance plan including the route plan for providing Solid Waste Management Services in the area according to the Contract conditions and that should be approved by the Authorized Officer before the commencement date.

23. Few area offices will be provided by the Council to store equipment. A yard for parking of transport vehicles has to be found by the selected Contractor in connection with Clause 6 and Clause 12 of General Conditions of Contract.

24. Any emergency work/Services within the purview of the Contract must be attended immediately as defined in Clause 16 of General Conditions of Contract.

25. Daily performance reports containing time, route, approximate weight of garbage, details of labour and vehicles deployed must be submitted following day morning before 10.00 a.m. to the District Engineer of the Council. District Engineer has the right to call reports as and when necessary. The details of Labour and vehicles deployed in each route shall be displayed on the notice board kept and maintained at each area office.

26. **Maintenance Records and Instructions**

The Contractor shall maintain comprehensive maintenance records for all vehicles, equipment and man power daily and that should be accessible to the Authorized Officer or his Engineers or Representatives. The Contractor shall carry out the instructions issued by the Authorized Officer or his Representative in respect of the provision of Services.

27. Payment will be made monthly.

28. Contractor cannot demand and charge money from the public for services rendered under this Contract except for removal of debris and tree cuttings as per Clause 4 of this Section.

29. If requested, Contractor must be present at meetings held at Town Hall or District Office.

30. Failure to do any of the Services mentioned in this Contract and shortage of services will lead to a deduction of twice the rate given in Annex V by the bidder for that work/Services from the monthly payment. In this case, the estimate of the Council is final and conclusive. Physical Measurement using measuring tape will be used for quantities of unattended works. The decision of Authorized Officer on measurements shall be final.

- 30.1 Failure to do any of the Services mentioned in this Contract and shortage of resources will lead to a deduction based on Annex IX from the monthly payment. The decision of the Authorized Officer shall be final.

31. Selected Contractor has to inform contact telephone numbers, addresses to general public within the Project Area to enable them to make complaints. Public complaints must be attended promptly.
32. Contractor is expected to plan and include the services that would enhance the opportunity of the Contractor in providing a wholesome and satisfactory service as contemplated in Clause 1.8 and Clause 11 of Section 3.
33. Contractors are deemed to have included in the Contract price the cost of items included in the Contract Documents. If the Contractor fails to carry out an item, the rate stated in Annexe V will be used to compute the fine for the deduction from the monthly payment and as per Clause 30 above.
34. Selected Contractor shall deploy the minimum requirement of resources stipulated in Annexe IB within 60 days from the date of Letter of Acceptance. During this period, the deduction will be made only for the actual shortage of resources. The Letter of Acceptance will be cancelled or the contract will be terminated if the selected Contractor has failed to fulfil this requirement.
35. Payment or deduction for the price fluctuation of fuel will be considered. However, the claim or deduction (If any) for price fluctuation shall be submitted along with the monthly claim for services.
- 35.1 The fuel price fixed by Ceylon Petroleum Cooperation at the closing date of bid will be considered as the basic price for the calculation of increase or decrease in fuel price.
- 35.2 The price of fuel fixed by Ceylon Petroleum Cooperation for the considered period will be used for the calculation of payment or deduction in respect of price fluctuation.
- 35.3 All the vehicles and machinery used for solid waste management system shall be fixed with GPS monitoring system. Only the vehicles have GPS monitoring system will be entitled to claim for price fluctuation for fuel. GPS recording certified by the contractor shall be submitted along with the claim.
- 35.4 In case the GPS recording is not available for the calculation or deduction the actual Meter reading of running Kilometres for vehicles and meter reading of working hours for machinery shall be used for calculation.
- 35.5 The contractor shall submit the fuel consumption report calibrated by an authorized agent approved by CMC. The report shall be obtained within 30 days from the date of commencement of each 12 months contract period.
- 35.6 The cost of obtaining fuel consumption report and GPS recording shall be borne by the contractor. The access to the GPS monitoring system shall be allowed for CMC.