

**ORIGINAL**

# **Tender Document**

**PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT**  
**ON ADVERTISING AND MAINTENACE OF BUS SHELTERS**  
**IN THE CITY OF COLOMBO – PHASE I**

Colombo Municipal Council  
Municipal Engineer's Department  
Traffic Design and Road Safety Division /Project Management Division  
Town hall  
Colombo 07

**2022**

**INSTRUCTIONS TO BIDDERS**

**1 The Employer's Name and address**

The Employer is

Name : Colombo Municipal Council.

Address : Town Hall, Colombo 07

On whose behalf the Mayor or the Municipal Commissioner and their successors in the office.

**2 Scope of the Work**

Private public partnership (PPP) projects initiated by Colombo Municipal Council are aimed at increasing the efficiency of infrastructure projects by means of long-term collaboration between the public sector and private sector. In such projects the holistic approach which extends over the entire lifecycle of the project is important to lay down.

PPPs are long-term partnerships to deliver assets and services under the planning of public services and expected outcomes towards the community. The structure of the PPP links private sector profitability to sustained performance over the long term, yielding robust and attractive cash-flows for investors in return for delivering better value for money to the ratepayers in the City of Colombo.

A Bus shelter is an essential requirement for a developing and commercially vibrant city. The Colombo Municipal Council in its ongoing interest to beautify the city of Colombo to international standards seeks to introduce Bus Shelters of a functional nature to meet with the ever-growing demands of its ratepayers and visitors to the city. Internationally, Bus Shelters have transformed from being used as a product predominantly for advertising to more aesthetically pleasing designs with minimal advertising. Modern cities continue to pay more attention to architectural buildings, parks with open spaces and monuments to highlight the diversity of its population, the culture and history of a city.

Colombo today is one of the cleanest cities if not the cleanest city in the region. The maintenance of Streets, Pavements and Bus Shelters have played a key role in transforming the city to have a clean reputation. Bidders will be expected to perform regular maintenance and prompt repairs to ensure that the shelters mirror the vision of the CMC which strives to provide its citizens a clean, efficient city and service.

As part of the PPP contract the CMC shall allow to use the permitted space for advertising within the structure of bus shelter and in return contractor shall pay an annual rent to the Colombo Municipal Council.

**ORIGINAL**

**The type of existing bus shelters shall be structurally similar to the attached Schedules of Structural Drawings of bus shelters.**

The maintenance of bus shelter, and its structure will be the sole responsibility of the contractor, and maintained in keeping with following standard.

- (a) No dust or shading at any time and contractor shall decide upon the adequate frequency of washing and cleaning of the elements of the bus shelter and keep informed on the programme of cleaning to the Director Engineering (Traffic Design and Road Safety)
- (b) No corrosion or formation of rust on any steel element during the period of contract and any such occurrence shall be rectified with immediate effect with the notice of Director Engineering (Traffic Design and Road Safety). The corrosion protection methodology is attached along with Technical Specification. The contractor shall follow the Technical Specification in rectification of corrosion and rust formation and attend the work with immediate effect with no cost to the Colombo Municipal Council.
- (c) In the event of any damages or shading of the roof cover the contractor shall attend to the repairs with similar material with no cost to the Colombo Municipal Council
- (d) Correction of damages to the floor with the material in match with the existing material.
- (e) Regular cleaning and washing to assure that the all surfaces are maintained to the cleaned condition and the frequency and material and methodology shall be submitted by the contractor.

The contractor shall give advance notice to the Director Engineering (Traffic Design and Road Safety) of the CMC and obtain prior approval for carrying out maintenance of the bus shelter. The contractor shall ensure that a proper liaison is always maintained with the relevant staff of the CMC and Police. Contractor will be responsible to replace all structures at all occasions arising out of accidental damages or vandalism not limiting to number of events at no cost to CMC.

The contractor is responsible for maintain entire PPP project during total contact period.

2.1 The selected contractor will be expected to carry out followings.

- i. Keep bus shelters clean as explained in the scope of work.
- ii. The Contractor is responsible for Maintenance of bus shelter, and the advertising Panels as mentioned in the scope of work. In this respect the contractor shall employ a competent technical team headed by an engineer for this scope. The details of the same team shall be submitted under the qualification information.
- iii. The size of the advertising panel on the backside of bus shelter shall not exceed 80% of the area of backside the of the bus shelter. The architecture of the same panel shall be accepted by The Director Engineering (Traffic Design and Road Safety). The side panel of outgoing traffic is allowed and advertising of the 100% of the area of side panel is only allowed wherever the sufficient space for pedestrian is available.
- iv. The content of the advertising panel should be approved by the Director Engineering (Traffic Design and Road Safety)
- v. The contractor has to provide yearly report from a Recognized Structural Engineer by the Institution of Engineers, Sri Lanka for the stability, safety and the durability of each bus shelter structure within first three months of each contact year.
- vi. Neither additional panel nor an encroachment or advertising on roof top is permitted and limited to the types of bus shelters as schedule of structural drawings of bus shelters. The contractor has no right to occupy or rent or lease the bus shelter or ground space.
- vii. Pay an annual rental to the Colombo Municipal Council as per the price schedule. The annual rental for the first contract year shall be paid on or before the commencement date of the Contract and annual rental for second and third year shall be paid one months before the commencement of each contract year.
- viii. The contractor shall make provisions to display the information on bus route numbers with consultation of the Transport authority.

**3 Duration of Contract**

The contract duration is 03 (Three) years from the Start Date.

**4 Locations**

The location of twenty-six bus shelters are as described in the price schedule.

**5 Date of Commencement of the Contract**

Contractor has to commence work on or before 21 days from the date of Letter of Acceptance.

**6 Advertising Permitted.**

- 6.1 All advertisement shall be subjected to the advertisement, decoration and posters by-laws of Colombo Municipal Council as per extraordinary Gazette Notification number 1713/10 dated 05.07.2011
- 6.2 Total numbers of Bus shelters are 26 (Twenty-six) Nos.
- 6.3 The contractor shall obtain prior written approval of the Director Engineering (Traffic Design and Road Safety) in respect of each and every art work of the advertisement before any further processing of the advertisement.
- 6.4 LED or LCD or Large TV type Scrolling type advertising preferably could be used
- 6.5 The entire display should be designed at the cost and expense of the contractor. The bidder may propose a suitable device to display advertisement on back Panel, or approved one side panel of bus shelter.

## **7 Language of Bid**

The Bid, and all correspondence and documents related to the Bid exchange by the Bidder and the Employer shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purpose of interpretation of the Bid, the English translation shall prevail.

## **8 Method of Bidding**

- 8.1 Colombo Municipal Council hereby invites tenders from bidders for the Public Private Partnership (PPP) project on advertising and maintenance of bus shelters in the city of Colombo Phase 1.
- 8.2 Bidders may obtain further information on the bidding documents from the office of Director Engineering (Traffic Design & road Safety), Town Hall, Colombo, Tel: 2694593.
- 8.3 A complete set of bidding documents may be purchased by 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 nonrefundable fee of Rs. ....5400/-.....(including VAT & NBT) till 10. 00a.m on ..28.04.2022....
- 8.4 Each bidder shall submit only one bid for the contract as annual rental fee per Bus shelter as the cooperate entity accepted in the documents. A bidder who violates above will be disqualified and be treated as a non-responsive bidder.
- 8.5 All bids must be made on the Tender Form prepared by the CMC and should be accompanied with a Bid Bond
- 8.6 The bidders are strictly advising and invited to inspect all the 26 bus shelters prior to submission of the bid.

**8.7** Bidder has the option to quote for all locations or the locations selected as preferred.

**9 Applicable Currency**

The currency applicable will be Sri Lankan Rupees.

**10 Eligibility of Bidders**

**10.1** Following enterprises are eligible for bidding.

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

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

1. Who are in defaulted arrears of payments of previous contracts on
  - 1.1. PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECTS ON ADVERTISING AND MAINTENANCE BUS SHELTERS AND BILL BOARDS IN THE CITY OF COLOMBO
  - 1.2. ERECTION AND MAINTENANCE OF NON-ILLUMINATED ADVERTISING PANELS WITHIN CMC OWNED/MAINTENANCE LOCATIONS ON A RENTAL PAYABLE TO CMC AND ERECTION & MAINTENANCE OF LED ADVERTISING
  - 1.3. ERECTION AND MAINTENANCE OF LED ADVERTISING BOARDS
2. Who have failed to execute awarded contracts directly or indirectly with the CMC.
3. If the bidder 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.

**11 Qualification of Bidders**

- 11.1** Bidders must be capable of complying with all the terms and conditions.
- 11.2** Bidder should be duly registered Company with the Register of Companies in case of a limited liability company or a duly registered Firm with the Register of Business Names in case of partnership or individuals or government organizations. A copy of the certificate issued by the Register of Companies or Register of Business Names should be attached to the tender.
- 11.3** Firms, Companies or other Institutions registered outside Sri Lanka may apply and the details of their local representatives should be declared. The Firm, Company or institution should have been registered in their respective country.
- 11.4** The prospective bidder must possess financial capacity for the operation of this contract. The bidders should submit the latest Audited Profit and Loss Account and the Balance sheet of the organization duly certified by a qualified accountant or an audit firm. This

shall be attached to the Qualification Information for other than government organizations.

- 11.5** Bidder shall incorporate the team of competent technical terms and their qualification for maintenance headed by an engineer along with qualification information.

**12 Bid Validity**

- 12.1 Bids shall remain valid for the period 180 Days. (Upto 26.10.2022)
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request from the Bidders to extend the period of validity for a specified additional period. The request and the responses there to shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid security for the period of the extension.

**13 Bid Security**

- 13.1** The bidder shall furnish, as part of his bids, a bid security of 2% of the final bid price without taxes.
- 13.2** The bid security shall be unconditional on demand bank guarantee from a reputed bank in Sri Lanka in the name of Colombo Municipal Council. Insurance guarantees issued by companies/corporations will not be accepted.
- 13.3** Validity period of Bid Security shall be not less than 210 days from the closing date of bid. (Upto 26.11.2022)
- 13.4** The Employer as non-responsive shall reject any bid not accompanied by an acceptable bid security in the technical proposal.
- 13.5** The bid securities of unsuccessful bidders will be returned, after the signing of the agreement with successful bidder.
- 13.6** The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.
- 13.7** 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 sign the agreement and furnish the required performance security.

**14 Contents of the Bidding Document.**

- 14.1** The Bidding Document are those listed below, and shall be read conjunction with any addendum issued.
- a) Section I: Instructions to Bidders

- b) Section II: Condition of contract
- c) Section III: Technical Specification
- d) Section IV: Form of Bid
- e) Section V: Form of Qualification information
- f) Section VI: Form of Price Schedule
- g) Section VI: Schedules (Drawings)

**15 Clarification of Bidding Documents**

**15.1** A prospective Bidder requiring any clarification of the bidding document may notify in writing to the following address.

Director Engineering (Traffic Design & Road Safety)

Traffic Design & Road Safety Division,

Colombo Municipal Council

Town Hall

Colombo 07

Fax- 011 2694593

e-mail- dirtraffic@colombo.mc.gov.lk, udkama@yahoo.com

The Employer will respond to any request for clarification, which he receive earlier than 07 days prior to the dead line for submission of Bids. Copies of Employer's response will be forwarded to all purchasers of the bidding documents, including a description of inquiry but without identifying its source.

**16 Amendments of Bidding Document**

**16.1** At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addendum.

**16.2** An addendum thus issued shall be part of the bidding document, and shall be communicated in writing to all purchasers of the bidding document.

**16.3** To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extent as necessary the deadline for submission of Bids. This will be at sole discretion of the CMC.

**17 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 10.00a.m on 29.04.2022.

**18 Late Bids**

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

**19 Opening of Bids**

The bids will be opened and consider for preliminary examination of bids and detail evaluation thereafter based on the outcome of the preliminary examination.

The tender box will be opened immediately after the closing of tenders.

**20 Project Inspections and Visit to the site of Bus Shelter Facilities.**

20.1 Bidders may carry out the inspections of the designated bus shelters at any time at their own cost.

20.2 It is desirable that each Bidder submits its proposal after visiting the site and ascertaining for themselves the location, surroundings or any other matter considered relevant by it.

20.3 It would be deemed that by submitting the Proposal for Tender, the Bidder has:

- a Made a complete and careful examination of terms & conditions / requirements, and other information set forth in this Tender document.
- b Made a complete and careful examination of the various aspects of the Project including, but not limited to:
  - i Condition of the existing bus shelters
  - ii The uncertainty and risks involved.
  - iii All other matters that might affect the Bidder's performance under the terms of this Tender document.

20.4 The Employer shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

**21 Format and Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 14 of these Instructions to Bidders. In addition, the Bidder shall submit a copy of the Bid, as described in clause 14. In the event of discrepancy between them, the original shall prevail.

21.2 The original and the copy of the Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

**ORIGINAL**

- 21.3 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 21.4 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 include;
    - i Invitation for Bid (section 1)
    - ii Condition of Contract (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 Article of Association and company Profile with details of Board of Directors
    - vii Any other related document.
  - c the inner envelopes marks as “COPY” shall include;
    - i Invitation for Bid (section 1)
    - ii Condition of Contract (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 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 to Bidders
  - 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.

## **22 Evaluation Process**

The price proposals of all bidders shall be evaluated based on the highest revenue offered for individual locations in compatible with conditions of contract and forecasted revenue estimates and select the successful bidder accordingly.

Bids may be rejected for any one or more than one 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 a valid bid bond is not submitted along with the bid.

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

### **23 Award of Contract**

- 23.1 Subject to clause 23.2 and clause 24, the Employer will award the contracts to the bidders whose bids have been determined to be substantially responsive to the bidding documents and who has offered the highest evaluated bid prices, provided that such bidders have been determined to be eligible and qualified in accordance with the provisions of the bid document.
- 23.2 Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have;
  - a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility and qualification requirements; or
  - b) Record of poor performance in previous contracts, such as abandoning the works, inordinate delays resulted in payment of liquidated damages up to the maximum limit specified in the contract etc;

### **24 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.

### **25 Notification of Award**

- 25.1 Prior to expiration of the bid validity period, The Employer will notify the successful bidders that their bids have been accepted including the contract prices. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Contractor will pay the CMC in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the contract.

**ORIGINAL**

25.2 The notification of award will constitute the formation of the contract.

**26 Signing of Agreement**

Within 28 days of the notification of award the successful bidder shall subject to the successful completion of the provisions of clause 25 and 27 below as directed by the employer, enter into an agreement with the contractor.

**27 Performance Security**

Within 14 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security in the form of a bank guarantee for an amount equal to 5% of the total rental payable to council for contract period of three years.

**28 Government imposed changes in taxes and other.**

Bidder has to take into account taxes such as VAT must be indicated in the tender document

**29 Arbitration**

**30** All disputes arising out of the contract agreement should be dealt in accordance with the provisions of Arbitration Act. No. 11 of 1995.

**CONDITIONS OF CONTACT**

**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 described to them.

**1.1. Bidder/Tenderer**

A person or persons or firms/Companies and other Institutions submitting a tender or bid for. Main project is to maintenance and advertising of twenty-six Bus Shelters.

**1.2. Tender/Bid**

Public private partnership (PPP) project on maintenance and advertising on twenty-six bus shelters in the city of Colombo on council maintain roads.

**1.3. Contractor**

The successful bidder who has been awarded the contract to promote and sell advertising twenty-six bus shelters in the city.

**1.4. Conditions**

Means these conditions of contract

**1.5. 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.

**1.6. Contract Document**

Means the documents comprising the contract. Documents comprising of five sections as noted in the title page together with financial statements, Business Registration information sheets and other documents as may be submitted by the Tenderer/bidder.

**1.7. Council/CMCI Employer**

Means the Colombo Municipal Council in Sri Lanka

**1.8. Contract Standard**

**1.9.** 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.

**1.10. Project Work**

Means the place where the Service or any part thereof is to be performed by the Contractor.

**1.11. DMC**

Deputy Municipal Commissioner (Engineering Service)

**1.12. The Project**

The project shall be formed to maintained twenty-six bus shelters and carry out advertising under PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT ON ADVERTISING AND MAINTENACE OF BUS SHELTERS IN THE CITY OF COLOMBO –PHASE I.

**1.13. PPP (Project)**

Public Private Partnership Project

**2. Communications**

- a Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.
- b The Employer may require the other to attend a management meeting in order to review the arrangements for future work. The Employer shall record the business of management meetings and supply copies of the record, responsibilities for any actions to be taken shall be in accordance with the contract.

**2 Law and Language**

The contract shall be governed by the laws of Democratic Socialist Republic of Sri Lanka and the language for all purposes for the contract shall be English.

**3 Priority of Documents**

- a The documents forming the contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, priority of the documents shall be in accordance with the following sequence:
  - i The contract agreement (if any);
  - ii Memorandum of Understanding (if any);
  - iii The letter of acceptance;
  - iv The form of Bid; Form of price proposal;
  - v The conditions of contract;
  - vi Technical Specifications
  - vii The schedules; and
  - viii Any other documents forming part of the contract.
- b If the Employer or Contractor find any ambiguity or discrepancy in the documents, he shall immediately give the other written notice specifying the discrepancy. The Employer shall issue any necessary clarification or instruction on the ambiguity or discrepancy.

**4 The Employer's Name and address**

The Employer is

Name : Colombo Municipal Council.

Address : Town Hall, Colombo 07

On whose behalf the Mayor or the Municipal Commissioner and their successors in office.

## **5 Scope of the Work**

Private public partnership (PPP) project initiated by Colombo Municipal Council are aimed at increasing the efficiency of infrastructure project by means of long term collaboration between the public sector and private sector. In such projects the holistic approach which extends over entire lifecycle of the project is important to lay down.

PPPs are long-term partnerships to deliver assets and services under the planning of public services and expected outcomes towards the community. The structure of the PPP links private sector profitability to sustained performance over the long term, yielding robust and attractive cash-flows for investors in return for delivering better value for money to the ratepayers in the City of Colombo.

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Colombo today is one of the cleanest cities if not the cleanest city in the region. The maintenance of Streets, Pavements and Bus Shelters have played a key role in transforming the city to have a clean reputation. By strictly monitoring the ongoing beautification projects in the city the CMC has been able to set the benchmark for others to follow. Bidders will be expected to perform regular maintenance and prompt repairs to ensure that the shelters mirror the vision of the CMC which strives to provide its citizens a clean, efficient city and service. The CMC expects potential bidders to propose innovative designs with minimum display of advertising and propose a sound maintenance plan. Bidders will have to ensure that this project sets the standards similar to projects currently being executed by the Colombo Municipal council, where other municipalities and authorities all across the country are following the similar model.

As part of the PPP contract the CMC shall allow the use of the permitted space for advertising within the structure of the bus shelter and in return the contractor shall pay an annual rent to the Colombo Municipal Council.

**The type of bus shelters shall be structurally similar to the attached Schedules of Structural Drawings of bus shelters.**

The maintenance of bus shelter, and its structure will be the sole responsibility of the contractor, and maintained in keeping with following standard.

- (f) No dust or shading at any time and contractor shall decide upon the adequate frequency of washing and cleaning of the elements of the bus shelter and keep informed on the programme of cleaning to the Director Engineering (Traffic Design and Road Safety)
- (g) No corrosion or formation of rust any steel element during the period of contract and any such occurrence shall be rectified with immediate effect with the notice of Director Engineering (Traffic Design and Road Safety). The corrosion protection methodology is attached along with Technical Specification. The contractor shall follow the Technical Specification in rectification of corrosion and rust formation and attend the work with immediate effect with no cost to the Colombo Municipal Council.
- (h) In the event of any damages or shading of the roof cover the contractor shall attend to the repairs with similar material with no cost to the Colombo Municipal Council
- (i) Correction of damages to the floor with the material in match with the existing material.
- (j) Regular cleaning and washing to assure that the all surfaces are maintained to the cleaned condition and the frequency and material and methodology shall be submitted by the contractor.

The contractor shall give advance notice to the Director Engineering (Traffic Design and Road Safety) of the CMC and obtain prior approval for carrying out maintenance of road sign and advertisements on the bus shelter. The contractor shall ensure that a proper liaison is always maintained with the relevant staff of the CMC and Police. Contractor will be responsible to replace all structures at all occasions arising out of accidental damages or validation not limiting to number of events at no cost to CMC.

The contractor is responsible for maintain entire PPP project during total contact period.

The selected contractor will be expected to carry out followings.

- i. Keep bus shelters clean as explained in the scope of work.
- ii. The Contractor is responsible for Maintenance of bus shelter, and the advertising Panels as mentioned in the scope of work. In this respect the contractor shall employ a competent technical team headed by an engineer for this scope. The details of the same team shall be submitted under the qualification information.
- iii. The size of the advertising panel on the backside of bus shelter shall not exceed 80% of the area of backside the of the bus shelter. The architecture of the same panel shall be accepted by The Director Engineering (Traffic Design



and Road Safety). The side panel of outgoing traffic is allowed and advertising of the 100% of the area of side panel is allowed.

- iv. The content of the advertising panel should be approved by the Director Engineering (Traffic Design and Road Safety)
- v. The contractor has to provide yearly report from a Recognize Structural Engineer for the stability, safety and the durability of each bus shelter structure within first three months of each contract year.
- vi. Neither additional panel nor an encroachment or advertising on roof top is permitted and limited to the types of bus shelters as schedule of structural drawings of bus shelters. The contractor has no right to occupy or rent or lease this shelter ground space.
- vii. Pay an annual rental to the Colombo Municipal Council as per the price proposal. The annual rental for the first contract year shall be paid on or before the commencement date of the Contract and annual rental for second and third year shall be paid one months before the commencement of each contract year.

## **6 FORM OF CONTRACT**

### **6.1 Sufficiency of information**

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and the sufficiency of the rates and prices stated by the Contractor in his tender

### **6.2 Documents Mutually Explanatory**

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.

## **7 Authorized officer**

The Authorized Officer shall be the Deputy Municipal Commissioner (Engineering Services), Colombo Municipal Council.

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.

### **7.1 Date of Commencement of the Contract**

Contractor has to commence work on or before 21 days from the date of Letter of Acceptance.

### **7.2 Contractor's Obligations**

During the Contract Period, Contractor shall provide the service in a proper skillful manner conforming to the contract standard to be in accordance with the written instruction 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.

Bidders should submit an action plan and the maintenance programme in this regard with the technical proposal.

Bidder's all programs/actions, which will be implemented, should be compatible with CMC VISION AND MISSION.

Under any circumstances structure of the bus shelter or advertising panel should not be used for any other purpose of advertising or campaign.

**8 Execution of the Contract**

Successful bidder will be selected by the tender Board after an evaluation by a Committee appointed by the Tender Board. CMC will then issue a letter of award that will contain the basic terms and conditions of the offer including following requirements. On acceptance of the award and fulfillment of all the requirements, the successful bidder will enter into a contract with the CMC by signing an Agreement.

**9 Performance Security**

Within 14 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security in the form of a bank guarantee for an amount equal to 5% of the total rental payable to council for contract period of three years.

**10 Insurance Policy**

The successful bidder should at its own cost and effect, maintain and keep in force throughout the period of contract, a general comprehensive Public Liability Insurance Policy or Policies with limits with respect to any one accident/occurrence for bodily injury/death to one person not less than Rs. 750,000.00 (Rupees Seven Hundred and Fifty Thousand Only) and Rs 500,000.00 (Five Hundred Thousand Only) against the claims of third persons for property loss or damage. The number of occurrences should be unlimited. The insurance should not limit the compensation payable to one person or one third party property damage. The CMC reserves the right to increase the above limits in future. However, in all circumstances Insurance Cover submitted should indemnify Colombo Municipal Council from all such claims arising out of an accident due to manmade or due to natural disaster.

**11 Signing of the Agreement**

Within 28 days of the notification of award the successful bidder shall subject to the successful completion of the provisions of Notification of award and Performance Security as directed by the employer, enter into an agreement with the contractor.

**12 Payment of annual rental Fee**

Pay an annual rental to the Colombo Municipal Council as per the price proposal. The annual rental for the first contract year shall be paid on or before the commencement date of the Contract and annual rental for second and third year shall be paid one months before the commencement of each contract year.

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### **13. Monitoring and control of Payment**

The municipal Treasurer shall monitor the payment of rental applicable under the contract and necessary notices shall be issued when necessary.

Pay an annual rental to the Colombo Municipal Council as per the price proposal. The annual rental for the first contract year shall be paid on or before the commencement date of the Contract and annual rental for second and third year shall be paid one months before the commencement of each contract year.

In case of failure to made the payment shall be informed to the contractor by the Municipal Treasurer as per the provisions in the agreement. There shall be two intermediate notices before the final notice. Time between each notice shall be 14 days.

If an appeal is not made by the contractor requesting for a grace period for payment including areas within a period of one month from the final notice it shall be considered by the Municipal Treasurer with the concurrence of the Municipal Commissioner.

The acceptance of the municipal commissioner for above request shall be informed to the contractor giving a time period for payment.

The contract shall be immediately terminated in violation of above notice as per the provisions of the agreement.

### **14. Breach of Contract**

For any breach of contract by the contractor, such as unauthorized conversion of use, unlawful or unauthorized activities, and unauthorized sub-letting, and areas of payment beyond and as described above and act against the clauses of agreement shall be treated as breach of contract. The municipal Commissioner shall inform the contractor of such events in writing.

### **15. Termination of contract**

The contractor shall commence the work and shall not abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract. The sufficient notice shall be given on the breach of the contract, in accordance with the agreed terms and conditions as per the agreement. Finally, the letter of termination shall be issued with the concurrence of the Council.

**TECHNICAL SPECIFICATIONS****1 Corrosion control approach**

All steel elements shall be sufficiently and adequately protected from Corrosion / rusting and anti-corrosion system shall be as per International standard ISO 12944 or and ISO 9223. All shall refer to the Corrosivity Zones and be aware of the Loss of metals as specified in same. All shall refer to the Corresponding Corrosion zones and specified Minimum DFT (Dry Film Thickness) of the total paint Film. Engineer reserves the right to increase the DFT as per situational analysis.

**2 Surface preparations**

All ferrous Iron members shall be cleaned to ISO SA 2.5 surface standard Rz 40-70 Microns and free of all rusts and oils and contaminations. All Hot dip galvanized metals shall undergo Pre-Chemical cleaning process Caustic cleaning / acid pickling / water rinsing and Fluxing prior Hot Dip galvanizing For Electro Galvanized Tubes and Box bars shall be free of Oil / Grease and contaminations by fresh water washing and using oil cleaners and Detergents. In Coastal areas surface contamination Salt Sea Breeze water soluble layers shall be fresh water washed and cleaned prior paint applications.

**3 Selection of Coatings**

As Colombo City is Sunny / Hot / Sea Coastal and Monsoonal Rains and preference will be given for Protective and marine Coatings and all concerned shall be responsible to obtain Engineers approval and submit Product Data sheets and safety data sheets

Here are good guidelines for selections

**4 Primer coat for Marine City Conditions and dry hot temperatures of 100- 120 C**

- i) Product shall be of reputed Brands with availability of product data sheets to support the performance and volume solids preferred over 55%
- ii) Primers (1st coat) shall be suitable for applying DTM (Direct to Metal) of Ferrous and Nonferrous (Including GI) and guarantee adhesion.
- iii) Re-coatability is an essential criteria to prevent (Long Over coating maximums) to prevent Inter-coat detachments
- iv) Surface Tolerance capability should be ideal for Sire applications
- v) Per coat DFT above 75 Microns DFT to 200 Microns DFT without sagging
- vi) Each coat to have different color code for Inter coat identification
- vii) Pot Life of Epoxy resin and Hardener shall be having higher period say 3 Hours
- viii) No need to use sweep blasting of Zinc coat or No need use Etching primer (Phosphoric acid) or adhesion promotion etching which burn reduce the Zinc coat.

**5 Intermediate coat cum priming coat for Marine City Conditions and dry hot temperatures of 100- 120 C**

- i) Product shall be of reputed Brands with availability of product data sheets to support the performance and volume solids preferred over 60%
- ii) Good Build up properties and Good adhesion.
- iii) Re-coatability is an essential criteria to prevent (Unlimited or Very Long Over coating maximums) to prevent Inter-coat detachments
- iv) Surface Tolerance capability should be ideal for Sire applications
- v) Per coat DFT above 75 Microns DFT to 150 Microns DFT without sagging
- vi) Each coat to have different color code for Inter coat identification
- vii) Pot Life of Epoxy resin and Hardener shall be having higher period say 3 Hours
- viii) Good protections from Mild chemicals / and other corrosive external elements.

**6 Finish coat cum Coatings for Marine City Conditions and dry hot temperatures of 100- 120 C**

- i) Product shall be of reputed Brands with availability of product data sheets to support the performance and volume solids preferred over 54%
- ii) Good Build up properties and Good adhesion.
- iii) Re-coatability is an essential criteria to prevent (Unlimited or Very Long Over coating maximums) to prevent Inter-coat detachments
- iv) Good colour retention / Good colour retention / for site applications
- v) Per coat DFT above 55 Microns DFT to 60 Microns DFT without sagging
- vi) Each coat to have different colour code for Inter coat identification
- vii) Pot Life of Epoxy resin and Hardener shall be having higher period say 3 Hours
- viii) Good protections from Ultra-Violent Radiations and Mild chemicals / and other corrosive external elements.

Low solid products should be avoided as to achieve the Total DFT within 3 – 4 Coats.

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For all purposes it is prudent to obtain certificate for all skilled paint applicators from Paint Manufacture's Training program as to achieve expected performance criteria. They should be knowledgeable to execute the correct procedures and should be able to read understand and execute the product data sheets and manufacturer's recommended procedures as approved the CMC Engineer.

Procedure to check and measure the DFT on the metal of the paint thickness should be a important responsibility for the advantage of all parties concerned. Please specify the agreed procedure.

**ORIGINAL**

Section IV

**FORM OF BID**

**PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT ON ADVERTISING AND MAINTENACE BUS SHELTERS IN THE CITY OF COLOMBO –PHASE I**

To : *Municipal Commissioner,  
Colombo Municipal Council,  
Town Hall,  
Colombo 07*

We have examined the Conditions of Contract, Technical Specifications, Schedules and Addenda for the execution of the above – named Works. We accordingly offer to execute and complete the said Works in conformity with the Bidding Documents and the enclosed Proposal. The annual rental fee payable to Colombo Municipal Council stated in the Form of Price Proposal submitted with this bid in accordance with the terms and conditions of the Contract.

We agree to abide by this Bid until expiry of Bid Validity Period specified in the Bidding Document and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works on specified Start Date, and complete the Works in accordance with the Time frame specified in the Bidding Document. We will ensure that works will be done conformity with contract.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the highest offer or any other bid you may receive.

.....  
Signature of the persons duly authorized to sign documents for and on behalf of

Name in Block Letters : .....

Address & Company Seal : .....  
.....  
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Date : .....

**ORIGINAL**

Section V

**QUALIFICATION INFORMATION**

**BIDDER’S QUALIFICATION, EXPERIENCE, TECHNICAL PROPOSAL**

(The information requested by this questionnaire must be fully provided. Attach additional sheets to answer all questions fully and accurately, if necessary. )

**1 Information about Bidder**

1.Organizational structure

- (a) Name of Bidder: .....
- (b)Address of the Bidder.....  
.....
- (c)Type of Bidder’s Organization :.....  
(Individual/ Company/ Partnership or other Organization)
- (d)Telephone Number :.....
- (e)Fax Number :.....

**2 Financial Qualifications**

Average Annual Turn Over During Last Three Years.

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**3 General Program of Operation**

**3.1** Name and experience of the staff proposed , number of personal likely to be employed

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**4** Any other new services/revenue methods/new interventions proposed by the Bidder. This has to be implemented with the management system if any.

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Signature of the persons duly authorized to sign documents for and on behalf of

Address & Company Seal : .....  
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.....

Date : .....

**PRICE PROPOSAL****PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT ON ADVERTISING AND  
MAINTENACE BUS SHELTERS IN THE CITY OF COLOMBO –PHASE I****PRICE SCHEDULE**

<b>No</b>	<b>Location</b>	<b>Type</b>	<b>Contract Period (Years)</b>	<b>Annual Rental Without Taxes</b>	<b>Total Rental Without Taxes</b>
1	Near Armour Street Flats, Armour Street, Colombo 14	Large	3		
2	Opp. Blc (Near Peoples Bank) (Inft. Of Cmc), Dharmapala Mw, Colombo 07	Large	3		
3	In Front Of Royal Institute, High Level Road, Colombo 05	Medium	3		
4	Opp NDB (Near Factory Outlet), High Level Road, Colombo 06	Medium	3		
5	In Front Of Jumbo Kiddies Park, Justice Akbar Mawatha, Colombo 02	Medium	3		
6	Near Maradana Police Station, Maradana, Colombo 10	Medium	3		
7	Opp. Aquinas College, Maradana Road, Colombo 10	Medium	3		
8	Opp. Zigma Institute, Maya Avenue, Colombo 05	Large	3		
9	Opp. Buhari Hotel (Elite Hotel), Panchikawatte Road, Colombo 10	Large	3		
10	Opp. Colombo Commercial (Lake Side), Sir James Peiris Mawatha, Colombo 02	Large	3		
11	Opposite Bishops College, Sir James Peiris Mawatha, Colombo 03	Medium	3		
12	Near Salvation Army, Slave Island, Colombo 02	Medium	3		
13	In Front Of Bank Of Ceylon, T.B. Jaya Mawatha, Colombo 10	Medium	3		
14	Opp. Royal Junior College, Thurstan Road, Colombo 07	Medium	3		
15	Near Colombo Campus,	Large	3		

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	KumarathungaMunidasa Mawatha (Thurstan Road), Colombo 07				
16	Near Sampath Bank, Cambridge Place, Colombo 07	Medium	3		
17	Near Healthguard, Dharmapala Mawatha, Colombo 07	Medium	3		
18	Inft Of Police Park,Havelock Road, Colombo 05	Large	3		
19	Opp. Police Park, Havelock Road, Colombo 05	Medium	3		
20	Inft Of Henry Pediris Park, High Level Road, Colombo 05	Large	3		
21	Near Havelock City, High Level Road, Colombo 05	Large	3		
22	Infront of Rahumania Hotel (Near Odel), C WW Kannangara Mawatha, Colombo 07	Large	3		
23	Near Tripoli Market, Orabipasha Mawatha	Medium	3		
24	Near Phillip Gunawardena Ground, T.B. Jaya Mawatha, Colombo 10	Medium	3		
25	Inft Of Mosque, C.W.W. Kannangara Mawatha, Colombo 07	Medium	3		
26	Opp. Eye Hospital, Ven. BaddegamaVimalawansa Mawatha, Colombo 10	Medium	3		
<b>Total without Taxes (Bid Price)</b>					
<b>Add 8% VAT</b>					
<b>Total with Taxes</b>					

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Signature of the persons duly authorized to sign documents for and on behalf of

Address& Company Seal : .....

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: .....

Date

**ORIGINAL**

**Section VII**

**SCHEDULES (DRAWINGS)**

1. Typical details of existing bus shelter