

COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEER'S DEPARTMENT
INVITATION TO BID

DUPLICATE



Bids in original with **duplicate** will be received by me for the following work.

	Bids item	Eligibility of Bidder	Non Refundable form fee inclusive of VAT Rs. Cts.	Value of Bid Security Rs. Cts.	Contact Person for further details
01	Contract for Operation and maintenance of Pedal boat service at Vihara Maha Devi Park on a monthly payment to Colombo Municipal Council.	Contractor who is having experience in similar type of work for 02 years with a company registration.	5,400.00	2% of the total sum expected to pay to CMC for 2 years period (valid for 5 months)	Dir. Eng.(Lands and Environmental Development) Phone: 011-2695475

Note : Details will be issued with the bidding documents.

Closing time of Bid : 10.00 A.M. on 05/04/2022
Bids received after closing time will be rejected.

Issue of Bidding Document : From Project Management Division of Municipal Engineer's Department at Town Hall Colombo-07.
Till 10.00 hrs. of 04/04/2022

Validity of offer : Offer should be valid till 02/10/2022

Validity of Bid security: Bid Security shall be valid till 01/11/2022

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

Other Conditions: (a) Bids shall be submitted only on the forms available for this Purpose

(b) Bidding Documents will be issued only on a letter of request submitted on a business letter head on payment.

(c) Bidding document may be inspected free of charge at the Project Management Division of Municipal Engineer's Department.

(d) Bids will be opened immediately after closing time. If this day is declared as a Public Holiday, Bids will be closed at 10.00a.m. on the following working day and opened immediately thereafter.

(f) Bidders or their authorized representatives will be permitted to be present at the Time of opening of Bids.

Mrs. Roshanie Dissanayake – Attorney At Law,
Municipal Commissioner,
Colombo Municipal Council,
Town hall,
Colombo-07.

FORM OF BID SECURITY

DUPLICATE

----- [insert issuing agency's name, and address of issuing branch or office]

Beneficiary :Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date :----- [insert (by issuing agency) date]

BID GUARANTEE No: ----- insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated -----] insert (by issuing agency) date] (hereinafter called "the Bid") for improvements to ----- (insert name of contract)for Bids No. ----- (insert reference number of the bid).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount on words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) Has withdrawn its Bid during the period of bid validity specified; or
- b) Does not accept the correction of errors in accordance with the instructions to Bidders (hereinafter "the ITB");or
- c) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder: or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to -----

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) and name(s) of authorized representative(s)]

Instructions to Bidders

1. Eligible Bidder

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

2. One bid per bidder

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

3. Cost of Bidding

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

4. Site Visit

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

5. Clarification of bidding documents

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

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

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

6. Amendment of Bidding Documents

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

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

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

7. Bid Prices

The Bidder shall indicate the amount in rupees (per month) that he/she is expected to pay to the Colombo Municipal Council by operation and maintenance of this pedal boat service.

Minimum bid price is Rupees One Hundred and Twenty Thousand (Rs. 120,000.00) without VAT per month.

8. Bid Validity

Bids shall remain valid till 02.10.2022

Bid Security

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

Bid security shall be valid till 01.11.2022

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

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

The bid security may be forfeited.

- (a) If the bidder withdraws his/her bid during the period of bid validity.
- (b) If the bidder does not accept the correction of arithmetical errors of his /her bid price.
- (c) In the case of successful bidder, if he fails within the specified time limit to
 - (i) Sign the agreement
 - (ii) Furnish the required performance security

9. Format and signing of bids

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

Both envelopes shall be enclosed in a sealed envelope and mark on the top left hand corner as “Bid for Operation and maintenance of Pedal boat service at Vihara Maha Devi Park” and addressed to Municipal Commissioner, Colombo Municipal Council, Colombo 07. All envelopes shall be stamped with the company seal.

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

10. Deadline for Submission of Bids

Bids shall be deposited in the tender box at Municipal Secretaries Department , Colombo Municipal Council , Town Hall – Colombo 07 on or before 10.00 hours on 05.04.2022

Bids sent by post will also be rejected.

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

11. Late Bids

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

12. Opening of bids

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

13. Detailed Bid Evaluation

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

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

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

The employer reserves the right to accept or reject any bid or part of the bid and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

15. Notification of Awards

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will issue a Letter of Acceptance to the successful bidder to indicate the acceptance of his/her bid. This letter shall state the monthly amount to be paid to the Colombo Municipal Council by the contractor, in consideration of the execution, operation and maintenance of pedal boat service by the contractor as prescribed by the contract. (Thereinafter and in the conditions of contract called "the contract price")

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

16. Signing of agreement

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

17. Performance security

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

18. Government imposed changes in taxes etc.

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

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

19. Modifications

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

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

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

20. Contractor's obligations

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

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

21. Payments

The contractor shall make a monthly payment to the Council on or before the 10th day of each and every month during the period of this contract. If the contractor failed to pay monthly payment to the Council an additional sum equivalent to 2% per month to the amount payable shall be charged for late payments.

22. Termination

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

23. Recovery of damages.

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

24. Health Guide Lines

The contractor should adhere to all the health guide lines issued by the Government and the Colombo Municipal Council on time to time. All the toughing area should be disinfected after every use due to Covid-19 pandemic.

INFORMATION TO BIDDERS

1. Organizational structure

- (a) Name of Bidders :
- (b) Name of Organization :
(Individual/ Company/ Partnership or other Organization)
- (c) Telephone Number :
- (d) Fax Number :

2. Bidder's Experience

Bidder shall provide details of all current and past experience in similar operation and maintenance work . Also submit the certified copies of awarding letters of these projects.

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3. General Program of Operation

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

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

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Signature of Bidder:

Rubber Stamp :

Operation and Maintenance the Pedal Boat Service at Vihara Maha Devi Park**Conditions of Contract**

1. Contract shall be for a period of 02 years from the date of signing the agreement.
2. The contractor shall make a monthly payment to the Council on or before the 10th day of each and every month during the period of this contract. If the contractor failed to pay monthly payment to the Council an additional sum equivalent to 2% per month to the amount payable shall be charged for late payments.

If the contractor is not paid the relevant fee for consecutive 03 months Colombo Municipal Council will terminate the contract without giving any notice.
3. The Contractor shall produce tickets to the Colombo Municipal Council and shall be get stamped by the Colombo Municipal Council. Only stamped tickets must be issued to the passengers.
4. Within 14 days of receipt of the Letter of Acceptance from the employer, the successful bidder shall furnish to the employer a performance security acceptable to the employer in the prescribed format in the form of a bank guarantee or a performance bond from a Insurance company operating in Sri Lanka and accepted by the treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose, to an amount of , 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 02 years, and valid for 02 years and up to 28 days from the end of contract period. The said performance Security Bond/ Guarantee shall not be refunded to the contractor if the contract is terminated before the end of the full period of operation.
5. The council shall have the right and authority to forfeit the said Performance Security Bond/Guarantee and terminate the Contract, in case the Contractor fails or neglects to comply with or violate any of the terms and conditions of this Agreement.
6. The Contractor shall utilize for operation the existing six (06) pedal boats of Colombo Municipal Council in Vihara Maha Devi Park and the contractor shall provide another six (06) pedal Boats for operation by himself.
7. A ticket counter shall be constructed by the contractor at his own cost. The design shall be approved by Colombo Municipal Council.
8. A life saver shall be engaged by the contractor full time while the boat service is in operation. The operating time will be from 10 a.m. to 7 p.m. every day.

9. The contractor shall provide life jackets to each and every passenger and should verify that the passengers are wearing life saving jackets during the boat service is in operation.
10. The contractor shall provide additional lighting to the said area so that it is clearly visible at night.
11. The Contractor shall charge Rs.100/- from an adult and children above 12 years and Rs. 50/- shall be charged from children below 12 years.
12. A duration of 30 minutes shall be allowed for one boat trip.
13. The Contractor shall carryout dredging and remove all mud from the lake and cart it away from the site prior to commencing the boat service and shall be repeated at every six months.
14. The Contractor shall obtain an insurance guarantee to cover any accident and/or damage for passengers for the entire contract period of 02 year. This guarantee shall be submitted before the signing of agreement.
15. The contractor must issue a ticket to each and every passenger. Only tickets stamped by CMC must be issued to the passengers and any other ticket must not be issued to the passengers for any reason.
16. Collection of all charge levied in respect of usage Pedal Boat Service in the sole responsibility of the contractor and the Council shall not take any responsibility for such collection or any default payments of charges under any circumstances whatsoever.
17. Employees of contractor who are engaged in Pedal Boat Service shall wear uniforms during working hours for easy identification to the public. The uniforms shall be in accordance with the instructions given by the Deputy Municipal Commissioner (Engineering Services) and advertisements are not allowed on the uniforms.
18. The council shall not be responsible for any public complains and the contractor shall bear the responsibility of Pedal Boat Service and any litigations arising out of damage or death of any person due to negligence or commission or omission of duties by the contractor or his servants or agents.
19. The Contractor will not be allowed to do any other work or business whatsoever contrary to the approval of the Council in the given area and shall not allow any person/ party to reserve.
20. The contractor shall not be allowed to collect money at the place which are not allocated to him under this contract.
21. The contractor shall display all charges from passengers on a display board, in all three languages, at his own cost. This board shall be displayed full time during the contract period.

22. The contractor shall be responsible to ensure that the staff and other employees will be courteous and obliging and ensure their proper behavior. However the council shall be entitled to keep records on such complaints for future reference and considering in disqualifying the contractor for future tenders of this nature.
23. The contractor shall permit the officers of the Council to have free access to the said location for the purpose of visiting and inspecting the state and condition of the Commissioning and maintenance of Pedal Boat Service and also the state of operational and management aspect of the said service.
24. The contractor shall adhere to the rules, regulations, laws and by Laws of the relevant authorities, the Urban Development Authority and any other statutory body in force in the said Republic of Sri Lanka and keep the council indemnified from all prosecutions and fines which may be imposed in consequence of the breach or non- performance of any by law relating to the said Commissioning and maintenance of Pedal Boat Service or otherwise.
25. The contractor should adhere to all the health guide lines issued by the Government and the Colombo Municipal Council on time to time. All the toughing areas should be disinfected after every use due to Covid-19 pandemic.
26. The contractor shall not sub – let or sub lease the said service to any other party.
27. The contractor shall be responsible for keeping and maintaining the said given area and Pedal Boats clean and in good order and condition according to the requirements of the Municipal laws and by - laws or any other in force.
28. The contractor shall repair & maintain all Pedal Boats to the high standard at his own cost.
29. The contractor shall be responsible for any labour disputes that may arise between the bidder and his employees.
30. The said contractor shall hand over the peaceful and vacant possession of the said Pedal boat Service area together with 06 Pedal Boats and any other items given by the Council to the Council on the expiration or sooner determination of this Agreement.
31. It is further agreed by and between the parties that in default of the payments mentioned herein or the breach of any of the conditions aforesaid by the said Contractor the Council and/or the Municipal Commissioner shall have the right and authority to terminate this agreement without giving any notice whatsoever to the said Contractor and take legal action for the recovery of damages caused to the said Council.

- 32. Without prejudice to any right of the said council the council shall have the right and authority to institute legal action against the said contractor for breach of any antecedent terms and /or conditions of this agreement.

- 33. ALL NOTICES under this indenture shall be in writing and shall be deemed to be sufficiently served if sent by post under registered cover addressed to the Council and to the Contractor to the address mentioned at the beginning of this Agreement.

I agree to the above conditions.

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Date

.....
Signature of the bidder & rubber stamp

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Pedal Boat Service
VMD Park



Managed By C M C

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SECTION - 04

Colombo Municipal Council - Municipal Engineer's Department

Lands & Environmental Development Division

Operation and maintenance of Pedal boat service at Vihara Maha Devi Park

FORM OF BID

Description	Amount to be credited to Colombo Municipal Council by the bidder (Rs. / month)
Amount to be Credited to CMC by the bidder for Operation and maintenance of Pedal boat service at Vihara Maha Devi Park (amount in Rupees per month)	Rs.
Add 8% VAT	Rs.
Total amount to be credited to CMC per month.	Rs.
Amount in words Rupees	

Note :

1. The above amount shall be valid for 02 years from the date of signing the agreement.
2. Conditions of the contract attached separately and bidders are instructed to sign and agree to the conditions separately.

Signature and name of the tenderer:

Date :

Official Rubber Stamp :

Contact numbers :

Qualification Information

To be completed by the bidder and submitted with the bid

- 1. ICTAD REGISTRATION if any (True copy of registration shall be attached)

Registration Number :

Grade :

Specialty :

Expiry Date :

- 2. VAT Registration (True copy of registration or if not letter from Inland Revenue Department shall be attached)

Number :

- 3. Legal status (True copy of business registration certificate, articles of association shall be attached)

- 4. Authentication of signatory (Power of attorney shall be attached)

- 5. Value of similar work performed in last 10 years (Copies of relevant Letters of Awards and completion certificates shall be attached)

Year	Value in Rs.

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6. Details of on going (current) projects (Copies of Letters of Award shall be attached)

	Value in Rs.	Start Date	Expected finish date
Project 1			
Project 2			
Project 3			
Project 4			
Project 5			
Project 6			
Project 7			

7. Qualification & experience of key staff

Name	Post	Highest Qualification

Signature of bidder:

Rubber Stamp :

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Section - 06

**COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEERS' DEPARTMENT**

Bidding Data

1) 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.

The works consists of Operation & Maintenance of Pedal Boat Service
.....
located at Vihara Maha Devi Park.
.....

2) Intended period of this work is 730 Days from the Start Date.

3) The office for collection of bid forms and inspection of bidding Documents is Contracts Branch of Municipal Engineer's Department at Town Hall, Colombo 07

The non – refundable bid form fee is Rupees 5,400
Inclusive of V.A.T.

The Bid forms will be issued until 10.00 hours on 04.04.2022

4) The registration required

Certificate of Registration of Business and Registration number

5) The following information shall be provided separately with certified copies of certificates.

- ICTAD Registration if any
- V.A.T. Registration number if any

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- Legal Status (Sole Proprietor, Partnership, Company etc.
 - Authentication for signatory
 - Experience in works of a similar nature and size for each of the last ten years.
 - Qualifications and experience of key site management personnel proposed for the Contract.
- 6) The language of the bidding documents shall be English.
- 7) The bid shall be valid till 02.10.2022
- 8) The amount of Bid Security shall be Sri Lanka Rupees equivalent to 2% of the total sum (excluding taxes) expected to pay to CMC for 2 years period.
- 9) The bid Security shall be valid till 01.11.2022
- 10) The Employer's address for the purpose of Bid submission is the Tender Box/Qualification Box of Municipal Secretary's Department at Town Hall, Colombo – 07
- 11) Contract Name **Operation and maintenance of Pedal Boat Service at Vihara Maha Devi Park.**

Contract No :ME/ME/ML/15/2022
- 12) The deadline for submission of Bids shall be 10.00 hours on 05.04.2022
Bids shall be deposited in the Tender Box/Quotation Box of Municipal Secretary's Department Bids sent by post will be rejected.
- 13) The standard form of Performance security acceptable to the Employer shall be a Bank guarantee or a performance bond from reputed Insurance company operating in Sri Lanka and accepted by the Treasury for acceptance of Guarantees or from any other organization approved by the Treasury for this purpose.
- The amount of performance security is 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of Bidder

Date :.....:

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**COLOMBO MUNICIPAL COUNCIL
MUNICIPAL ENGINEERS' DEPARTMENT**

Contract Data

(Please note that the Clause not given hereunder are that of Conditions of Contract)

- (1) 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.

- (2) The Engineer is
Name : Deputy Municipal Commissioner (Engineering Services)
Address : Colombo Municipal Council
Town Hall, Colombo – 07

Name of Engineer's Representative(s) :

- (a) Director Engineering (Lands and Environmental Development Division)
- (b) Engineer (Lands and Environmental Development Division)
- (c)
- (d)

- (3) The works consists of Operation & Maintenance of pedal Boat Service

- (4) The site is located at Vihara Maha Devi Park , Colombo 07.

- (5) The Start Date shall be 14 Days from the issue of the Later of Acceptance.

- (6) The following documents also form part of the Contract:

- 1. Conditions of contract

- (7) The language of the Contract is **English**

- (8) Schedule of other contracts – Not Applicable

Name	Period
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(9) Schedule of Key Personnel : Not applicable

Minimum persons with qualifications and experience to be defined.

Contract Administration

<u>Name</u>	<u>Highest Qualification</u>	<u>Experience</u>
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.....

(10) The site possession Date shall be 14 Days from Letter of Acceptance.

(11) The amount of performance security shall be 5% of the total sum expected to be paid to the Colombo Municipal Council for a period of 2 years, and valid for 02 years and up to 28 days from the end of contract period.

Signature of Contractor:

Date :